Supreme Court, U. S.
FILED
FEB 14 1976
MICHAEL RODAK, JR., CLERK

No. 74-1646

In the Supreme Court of the United States

OCTOBER TERM, 1975

PETER C. ANDRESEN, PETITIONER

v.

STATE OF MARYLAND

ON WRIT OF CERTIORARI TO THE COURT OF SPECIAL APPEALS OF MARYLAND

UNITED STATES APPENDIX OF EXHIBITS

TABLE OF CONTENTS

	Page
Items seized from Mount Vernon Development Corporation offices and admitted into evidence at trial	1
State's Exhibit 1 [file captioned "Potomac Wood, General"]	1
1B. Summary of releases State National bank of Bethesda	1
1C. Summary of releases Lumsden note	2
1D. Summary of releases F.O Day Company	3
Items seized from petitioner's law offices and admitted into evidence at trial	4
State's Exhibit 2 [file caption "Clark-King to Holtzclaw 70–307 7(t) P.W."	4
2A. Letter requesting title insurance dated July 9, 1970	4
2B. Waiver of right to receive evidence of releases	5
2C. Letter from Tobin requiring encumbrance on 7T dated July 18, 1972	6
2D. Settlement statement for buyer	7
2E. Notice to Buyer, federal reserve regulation Z	8
2F. Release of F.O. Day deed of trust	9
2G. Plat lot 7T	10
2H. Letter of instructions from Enterprise Federal Savings & Loan dated July 9, 1970	11
2I. Settlement statement for seller	12
2J. Title Insurance binder and Attorney's report of title	13
2K. Check stub from Enterprise Federal Savings & Loan Association	16

Items seized from petitioner's law offices—Con.
State's Exhibit 2—Continued
2L. Settlement charges statement from Enterprise Savings & Loan Association ---------- Page 17
2M. Deed of trust, loan application for construction loan, bond, cover letter dated September 11, 1970, plat. settlement charges, and ledger sheet ---------- 18
State's Exhibit 3 [file captioned "Antonelli Mount Vernon to Young contracting Company 72–242"]---------- 28
3A. Settlement statement for buyer-- 28
3B. Settlement statement for mortgagor ---------- 29
3C. Note from Young to Andresen dated July 17, 1972---------- 30
3D. Election not to obtain title insurance (copy)---------- 32
3E. Election not to obtain title insurance (original)---------- 33
State's Exhibit 4 (File captioned "Clark-King to Antonelli 69–351 13(t)"-------- 34
4. Handwritten notes dated March 22, 1972 ---------- 34
State's Exhibit 10---------- 35
10A. Deed of trust from Clark-King to F. O. Day dated March 27, 1972 ---------- 35
State's Exhibit 20 [1] [handwriting samples]- 39
20A. Handwritten note to F. O. Day Co. dated September 26, 1972- 39

[1] State's Exhibit 20A was not seized from petitioner's law offices but was produced from the records of F. O. Day Company (Tr. 354) and used as a known sample of petitioner's handwriting.

Items seized from petitioner's law offices—Con.
State's Exhibit 20 [1] handwriting—Continued
20B. Four known handwriting samples ---------- Page 40
20C. Request for handwriting analysis and source of samples-------- 41
20D. Handwriting samples analyzed by handwriting expert------- 44
Contract for the purchase of lot 13T ---------- 44
Note entitled "Standard Charges" 45
Note dated July 18 regarding case 72–242---------- 46
Settlement statement for mortgagor regarding 13T---------- 47
Settlement statement for seller Mt. Vernon to Young--------- 48
Settlement statement for buyer Mt. Vernon to Young-------- 49
Settlement statement for seller Antonelli to Mt. Vernon------ 50
Settlement statement for buyer regarding 13T---------- 51
Attorney's report to Title Insurance Co. of Minnesota regarding case 72–242---------- 52

Exhibit 20B consisted of four known samples of petitioner's handwriting which were not seized from petitioner's law offices. They were used by a handwriting expert to identify the other documents which were seized. (Tr. 469–470.) Exhibit 20C is a request for handwriting analysis for the Bi-County Frauds Unit and contains a list of the documents to be analyzed including the identity of the files from which they were removed. (Tr. 471–472.) Exhibit 20D designates the photocopies of the documents which were analyzed by the handwriting expert. Handwriting identified as petitioner's is encircled. (Tr. 472–473.)

Items seized from petitioner's law offices—Con.
State's Exhibit 20[1] handwriting—Continued
20D. Handwriting samples—Continued
Handwritten notes regarding Lot 13T and attorney's final report to Title Ins. Co. of Minn, regarding case 72–242 ---------- Page 53
Antonelli—Mt. Vernon to Young (escrow accounting sheet) ---- 55
Note (notation 13(T)) ---------- 56
Attorney's Report of Title concerning Lot 13T ---------- 57
Settlement for Buyer Lot 13T -- 58
Settlement statement for buyer Lot 13T ---------- 59
Settlement statement for seller case No. 69–351 ---------- 60
Attorney's final report case No. 69–351 (Antonelli and Caniglia) - 61
Note: set up deferred card for Clark ---------- 62
Clark-King to Antonelli (escrow account) ---------- 63
Note: Pay $1000.00 7T ---------- 64
Settlement statement for buyer 7T ---------- 65
Settlement statement for seller case No. 70–307 ---------- 66
Clark-King to Holtzclaw (escrow account) ---------- 67
Attorney's final report of title (Holtzclaw) ---------- 69
2ORR[2]

[2] The remainder of the exhibits in the handwriting file are not reproduced here. They are the original documents which were submitted to the handwriting expert for identification. (Tr. 472–473.)

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
[redacted]
[redacted], MARYLAND

ABSTRACT

D/T Fld 7-26-68 Rec 8-2-68
fr: Clark-King Contracting Company Inc
to: Peter C. Andresen + William H. Matthews
re: State National Bank of Bethesda
Amt $31,000.00

Liber 3773 Folio 598

Lot	Blk	Sec	Reference	Lot	Blk	Sec	Reference
2	S	4	3904/388	5	T	10	
1	R	4	3837/758	6	T	10	rel 4238/3
4	S	9	3788/873	7	T	10	
5	S	9	3902/263	8	T	10	4041/76 [illegible] 4114/86 rel 4344-71
7	S	9	3804/234	9	T	10	rel 4098/58 232-7
21	R	9		10	T	10	rel 4238/651
9	S	10	3858/381	11	T	10	rel 4238/651
10	S	10	3884/337	12	T	10	
11	S	10	3956/676	13	T	10	
12	S	10	3962/219				
13	S	10	4067/325				
14	S	10	rel pa 11-1-71	4142/885			
15	S	10	released 4165/225				
16	S	10					
22	R	10	3857/781	POTOMAC WOODS			
23	R	10	3883/965				
24	R	10	3943/314				
25	R	10	3943/319				
26	R	10	3917/833				

Remarks: The D/T subordinated to D/T 3717/7..
by sub agt 3804/306

Abstracted by: The D/T subordinates to D/Ts 3942/533 + 5..
by sub agt as 2-1-71

[State's Exhibit 20]

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
9705 FORTY AVENUE
HYATTSVILLE, MARYLAND

ABSTRACT

Liber 3797 Folio 799

D/T dtd 9-27-68 rec 10-9-68
fr: Clark-King Construction Co, Inc
to: James William Justis, III, and Anna Mc Donald T...
Ag: Barton Dale Lavender
Amt: $24,000.00

Lot	Blk	Sec	Release
23	R	10	3883/863
24	R	10	3957/358
25	R	10	3957/358
26	R	10	3913/184
6	T	10	4272/117
7	T	10	rel rec 7-22-71 4089/742
8	T	10	rel rec 7-22-71 4089/740
9	T	10	rel rec 11-8-71 4145/738
10	T	10	rel rec 7-22-71 4089/742
11	T	10	
12	T	10	
13	T	10	
11	S	10	3960/275
12	S	10	3983/425
13	S	10	4062/415
14	S	10	rel rec 11-18-71 4151/142
15	S	10	
16	S	10	

Potomac Woods

Remarks: D/T 3773/548 subordinated to this D/T by Sub agmt 3804/306

Abstracted by:

[State's Exhibit 10]

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
9705 FORTY AVENUE
HYATTSVILLE, MARYLAND

ABSTRACT

Liber 3934 Folio 772

D/T dtd 12-13-69 rec 1-22-70
fr: Clark-King Construction Co, Inc
to: Peter C. Andresen & Walton B. Wheeler
Ag: E.O. Day Co, Inc
Amt $37,000.00

Lot	Blk	Sec	Release
14	2		— Peachy Park
24	R	10	
25	R	10	rel 4239/547
11	S	10	
12	S	10	rel 4226/460
13	S	10	rel 4062/413
5	T	10	
6	T	10	
7	T	10	Potomac Woods rel 4262/751
8	T	10	rel rec 6-29-71 4086/[illegible]
14	S	10	rel 4238/657
15	S	10	rel 4238/657
16	S	10	
9	T	10	
10	T	10	rel rec 7-22-71 4088/56
11	T	10	
12	T	10	rel 4238/649

Remarks:

Abstracted by:

[State's Exhibit 10]

TO: PETER C. ANDRESEN, ANY TITLE INSURANCE COMPANY AND/OR ANY OTHER INTERESTED PARTY

RE: Lot 7, Block T, Potomac Woods, Sec. 10, Montgomery County, Md.

1887 Milboro Drive, Rockville, Maryland 20850

This will acknowledged that I, the undersigned, have been fully informed of my right to obtain an owner's policy of title insurance, and . . .

That I understand that a mortgagee title insurance policy will be issued to Enterprise Federal Savings & Loan Association in the amount of $38,000.00 and . . .

That said mortgagee policy does not insure my investment in the subject real estate whatever and . . .

That I am entitled to protect my real estate investment by purchasing an owner's policy of title insurance in an amount not less than $48,000.00, this being the full purchase price paid for the subject property, and . . .

Therefore, I acknowledge all of the above by executing this instrument and hereby instruct you X to issue ____ not to issue an owner's policy of title insurance naming me as insured title owner of the subject property.

If I have elected not to purchase an owner's policy of title insurance, I recognize and acknowledge that Peter C. Andresen, any Title Insurance Company and/or any other Interested Party neither now has nor hereafter will have any liability or responsibility to me with respect to or in connection with the closing or disbursement of settlement funds or with respect to any defect in or lien or encumbrance on the title to the above described premises.

Robert E. Holtzclaw
Robert E. Holtzclaw

Joyce Lynn Holtzclaw
Joyce Lynn Holtzclaw

July 9, 1970
Date

[State's Exhibit 2A]

NOTICE TO BUYER AND SELLER AS TO EVIDENCE OF RELEASE(S) TO BE FURNISHED THEM

PROPERTY: 1887 Milboro Drive, Rockville, Md. DATE: July 9, 1970

Lot 7, Block T, Potomac Woods, Sec. 10, CASE NO. 70-307

Montgomery County, Maryland

In connection with the settlement of the sale and conveyance of title in this transaction, Notice is hereby given:

(1) That you are entitled to be furnished by Peter C. Andresen, the settlement attorney, evidence of recorded release(s) of mortgage(s) or deed(s) of trust to be obtained with all or part of the funds to be disbursed, within 30 days from the date of delivery of the deed conveying title to captioned property.

(2) That if the recording of the release(s) will be delayed beyond the 30 day period, a letter explaining the delay shall be mailed to you by or through this law firm within the 30 day period.

(3) That the procedure of mailing a letter of explanation each 30 days is necessary until the required evidence of recorded release(s) is furnished to you.

(4) That if the evidence of a recorded release is not furnished you within the required period of time, you or either of you, or an organized Bar Association of the State of Maryland may petition a Court of Equity to accomplish this purpose.

(5) That in the event that the funds are properly disbursed by said settlement attorney within 5 days from the date of delivery of the deed, the law does not require that you be furnished evidence of recorded release(s) unless you specifically request that we do so.

This Notice is given you pursuant to Section 42, Article 21 of the Annotated Code of Maryland. You are required to acknowledge that this Notice was given you prior to the execution of the deed conveying title to the property.

ACKNOWLEDGMENT OF NOTICE

The undersigned buyer and seller acknowledge receiving the foregoing Notice and request that evidence of recorded release(s) be furnished them.

Buyer _____ Seller _____

Buyer _____ Seller _____

Witness as to all

We hereby waive being furnished evidence of recorded releases(s): having been assured by said settlement attorney that all funds in this transaction will have been disbursed within 5 days from the date of delivery of the deed.

Robert E. Holtzclaw
Buyer

Clarke Long Co. Tr. Co.
Seller

Joyce Lynn Holtzclaw
Buyer

[illegible]
Seller

Witness as to all

[A copy of this document was also introduced as part of State's Exhibit 29 from Robert Holtzclaw's records of the transaction. (Tr. 131-132.)]

[State's Exhibit 2B]

LAW OFFICES
TOBIN & MCHUGH
414 HUNGERFORD DRIVE
ROCKVILLE, MARYLAND 20850

CHARLES MICHAEL TOBIN
JOHN J. MCHUGH

DISTRICT OF COLUMBIA

July 18, 1972

Peter C. Andresen, Esquire
3700 Decatur Avenue
Kensington, MD 20795

Re: Lot 7, Block T, Section 10
Potomac Woods

Dear Mr. Andresen:

It has come to the attention of my clients, Mr. and Mrs. Robert Holtzclaw, record title holders of the above-captioned property, that there is an encumbrance on this property in the sum of $2,000.00 for an indebtedness to F. O. Day Co., Inc. As of the end of June, 1972, this indebtedness had not, at least as a matter of record, been satisfied.

Please see to it that F. O. Day Co., Inc., is paid the sum due it, that a deed of release is properly executed by the Trustees and that the same is recorded in the land records of Montgomery County.

Upon accomplishing this, I wish a copy of the Deed of Release certified to be a true copy and a copy of the receipt of recordation. My clients further wish to have the attorney's fees which they have incurred for my services in connection with this matter paid by whoever is responsible for the failure to release this trust in a timely manner.

Very truly yours,

Charles Michael Tobin

CMT:lm

[redacted]

[A copy of this document was also introduced as State's exhibit 30 from Robert Holtzclaw's records. (Tr. 138-139.)]

[State's Exhibit 2C]

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C. ANDRESEN
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 302
7002 GEORGIA AVENUE N. W.
WASHINGTON, D. C. 20012

SETTLEMENT STATEMENT FOR Buyer

Property: Lot 7, Block T, Sec. 10, Potomac Woods Date July 2, 1970

Clark-King Construction Company, Inc. TO:

Robert F. Holtzclaw et ux Joyce Lynn Holtzclaw Case No. 70-307

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record unless examination is made. Responsibility is not assumed for any moneys due or payable, which at time of settlement are contingent upon assignment of funds not at such time available, said settlement and the payment of proceeds and disbursements hereunder are subject to readjustment of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$ 48,000 00	$
Deposit		5,450 00
Broker Commission		38,000 00
– First Mortgage or Trust Enterprise		
Interest Adjustment 7/9/70 to 7/10/70	8 21	
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (and T.P.B.C.) Tax at $ 49.98		1 12
Adjust Town/Land Tax at $ 107.70		2 92
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( ) furnished	6 50	
Tax Certification & Service		
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report		
Release/Trustee Fee	4 00	
Notary Public Fee	60 00	
Survey	34 50	
Recording & Service: Deed $ 14.00; Mtg. or Trust $ 26.50		
Prepare: Release $; $	25 00	
Prepare: Deed $ 25.00; Mtg. or Trust $		
Prepare: Release $; $	15 40	
State Recording Tax Stamps	220 00	
State Transfer Tax	440 00	
County Transfer Tax	110 00	
Title Insurance & Application, Mortgagee & Owners	220 00	
Examine Title		
Title Certificate		
Deposit in Escrow for Lender:		
Insurance 11 Months @ $3.00/Month	1,090 00	
Taxes Months	33 00	
NOTE: Interrise conveyances		
Settlement Charge	25 00	7,034 17
Balance Due From Buyers by Check		
Balance Due To Sellers or Mortgagors	$ 50,487 .17	$ 50,487 .17
TOTALS		

Approved and Copy hereof received:

Robert F. Holtzclaw

Joyce Lynn Holtzclaw

[State's Exhibit 2D]

CERTIFIED TRUE COPY

[A copy of this document was also introduced as part of State's Exhibit 29 from Robert Holtzclaw's records. (Tr. 131.)]

NOTICE TO CUSTOMERS
REQUIRED BY FEDERAL LAW
FEDERAL RESERVE REGULATION Z

REAL PROPERTY TRANSACTION—PURCHASE LOAN
SECURED BY FIRST LIEN ON A DWELLING

LOAN NO. _____

The FINANCE CHARGE on this transaction will begin to accrue on July 9, 1970

The AMOUNT OF THE LOAN in this transaction is ..... $ 28,000.00

Less the PREPAID FINANCE CHARGE on this transaction which includes:

1. Interest Prepayment	$ 8.21	5.	$		
2.	$	6.	$		
3.	$	7.	$		
4.	$	8.	$		
			TOTAL $		8.21

Equals the AMOUNT FINANCED in this transaction ..... $ 27,991.79

This amount includes:

1.	$	5.	$		
2.	$	6.	$		
3.	$	7.	$		
4.	$	8.	$		
		NET PROCEEDS	$		

The ANNUAL PERCENTAGE RATE on this transaction is 8 %

Itemized CHARGES EXCLUDABLE from the FINANCE CHARGE in this transaction:

1 R.E. Tax Prepayment	$ 1,056.00	5.	$		
2 Title Attorney Fees	$	6.	$		
3.	$	7.	$		
4.	$	8.	$		

Payments for principal and interest on this transaction shall be 300 monthly installments of $ 293.36 beginning on the 10th day of August 19 70 and due on the 10th day of each month thereafter.

This institution's security interest in this transaction is a Deed of Trust on property located at 1887 Milboro Drive Rockville, Maryland also specifically described in the documents furnished for this loan. The documents executed in connection with this transaction cover all after-acquired property and also stand as security for future advances, the terms for which are described in the documents.

Describe late payment formula, if any, in accordance with Section 226.8(b)(4)

$2.00 may be charged when current payment is missed during any calendar month.

Describe prepayment formula, if any, in accordance with Section 226.8(b)(6)

For a 3-year period from this date, 33 1/3% of original amount of loan can be Prepaid in any 12 month period without penalty. Amounts in excess of 33 1/3% may be charged 60 days' interest.

Demand feature, if any, in accordance with Section 226.8(b)(7)

N/A

Miscellaneous disclosures, or explanations, if any

After 3-years from this date, the interest rate on this loan may be increased by 1%

INSURANCE

PROPERTY INSURANCE

Property insurance, if written in connection with this loan, may be obtained by borrower through any person of his choice, provided however, the creditor reserves the right to refuse, for reasonable cause, to accept an insurer offered by the borrower. If borrower desires property insurance to be obtained from or through the creditor, the cost will be $ _____ for the _____ year term of the initial policy.

OTHER INSURANCE

Credit life, accident, health or loss of income insurance is not required to obtain this loan. No charge is made for such insurance and no such insurance is provided unless the borrower signs the appropriate statement below. _____ (Type of insurance) is available at a cost of $ _____ for the _____ year term of the initial policy.

I desire _____ insurance coverage.

I DO NOT desire such insurance coverage.

7/9/70 (Date) _____ (Signature)

Robert E. Holtzclaw (Borrower)
Joyce Lynn Holtzclaw (Borrower)

ENTERPRISE FEDERAL SAVINGS & LOAN ASSOCIATION I hereby acknowledge receipt of the disclosures made in this notice

James P. Selman (Institution)
Assistant Secretary-Treasurer (Title)
July 8, 1970 (Date)

Robert E. Holtzclaw (Customer)
Joyce Lynn Holtzclaw (Customer)
(Date)

[A certified copy of this document was admitted as part of State's Exhibit 34 from the land records of Montgomery County. (Tr. 276, 287.)]

[State's Exhibit 2E]

(8-71)(P) PURCHASE LOAN ACCOUNTING DIVISION (REV. 8/69)

Know all Men by These Presents

That We, PETER C. ANDRESEN and WILLIAM B. WHEELER

trustees under a certain Deed of Trust from CLARK-KING CONSTRUCTION COMPANY, INC.
dated December 13, 1969 and
recorded in Liber 3934, folio 772
of the Land Records of Montgomery County, Maryland
in consideration of One Dollar in hand paid by
CLARK-KING CONSTRUCTION COMPANY, INC.
do hereby grant and release unto the said
CLARK-KING CONSTRUCTION COMPANY, INC.
the following-described land and premises with the improvements, easements, and appurtenances thereunto belonging, situate in Montgomery County, Maryland, namely:

Lot numbered Seven (7) in Block lettered "T" in the subdivision known as "POTOMAC WOODS, Section Ten (10)", as per plat thereof recorded in Plat Book 83, Plat 8673, one of the Land Records of Montgomery County, Maryland .

fully released and discharged from the effect and operation of said Deed of Trust, the promissory note secured thereby having been paid and satisfied to the extent necessary to warrant release of the herein described property.

This release approved: P. O. DAY COMPANY, INC.
By: _____

Witness, Our hands and seals this 3rd day of July, A.D. 1972

Signed, sealed and delivered in the presence of—

Lori Hall (LORI HALL)

Peter C. Andresen [SEAL] PETER C. ANDRESEN Trustee.

William B. Wheeler [SEAL] WILLIAM B. WHEELER Trustee.

United States of America

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this 3rd day of August 1972, before me, LORI HALL the subscriber, personally appeared Peter C. Andresen said known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Lori Hall (LORI HALL) Notary Public

My commission expires on the 1st day of July A.D., 1974

[A certified copy of this document was admitted as part of State's Exhibit 34 from the land records of Montgomery County. (Tr. 276, 287.)]

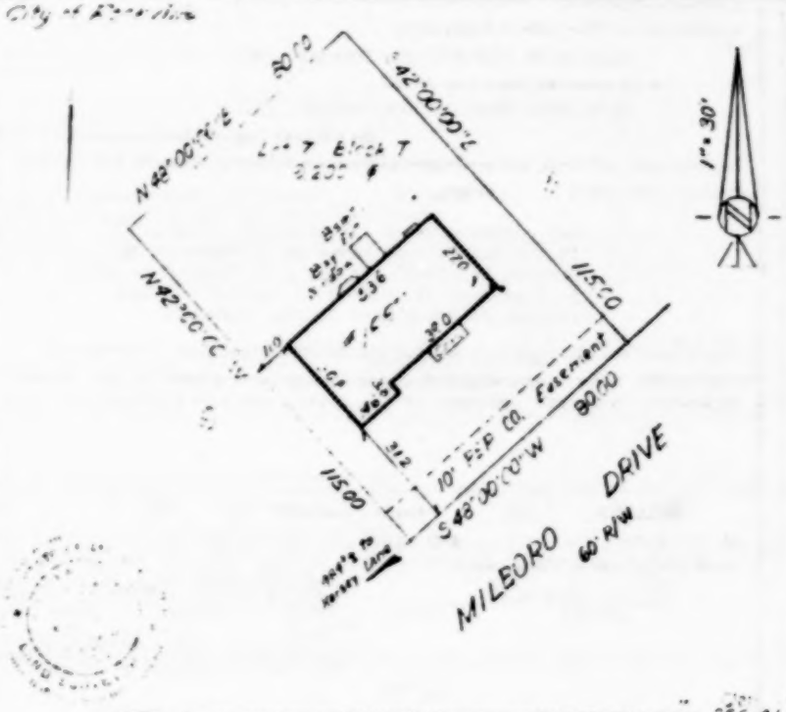
[State's Exhibit 2F]

HANSON & DEN OUTER CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNING CONSULTANTS

172 ROLLINS AVE., ROCKVILLE, MD. 20852
Phone (301) 427-7670

HOUSE LOCATION SURVEY

LOT 7 BLOCK T
SECTION 7 & W
POTOMAC WOODS
PLAT BOOK 23 PLAT 2672



NOTE: Lot corners have not been set by this survey unless otherwise shown. 266 A1

I hereby certify that the location of the existing improvements shown hereon is correct as made by a transit-tape survey dated ... and that there are no encroachments either way across property lines unless otherwise shown.

5-22-70 ...

Registered Land Surveyor, Md. No. 5??

[State's Exhibit 2G]

ENTERPRISE Federal SAVINGS
AND LOAN ASSOCIATION
813 PENNSYLVANIA AVE., N. W.
WASHINGTON, D. C. 20004
PHONE 783-6600

Peter C. Andresen, Attny.
3700 Decatur Avenue
Kensington, Md.

July 9, 1970.

Gentlemen: In Re: Your Case No.

Enclosed are the following papers:

DEED OF TRUST AND BOND in the amount of $ 38,000.00
STATEMENT SHOWING OUR LOAN CHARGES and balance due you of $ 1,680.17 (check enclosed)
LOAN AUTHORIZATION ORDER for issuance of checks as per our statement
SIGNATURE CARD - LOAN AGREEMENTS (2)
LOAN APPLICATION - DISCLOSURE STATEMENT (in triplicate)
ACKNOWLEDGEMENT of Receipt of Settlement Statement - OUTSIDE INSURANCE AUTHORIZATION

Please send us the following:
SIGNED: SIGNATURE CARD, LOAN APPLICATION, LOAN AUTHORIZATION ORDER, and ACKNOWLEDGEMENT OF RECEIPT OF SETTLEMENT STATEMENT
SIGNED AND WITNESSED BOND (Do not make any alterations on bond).
COPY OF YOUR SETTLEMENT STATEMENT FOR BORROWER AND SELLER (Showing date, amount, purpose and ultimate recipient of all disbursements and disposition of the balance shown on statement.) Signed Original Loan Agreement & Disclosure Statement (copies are for borrowers) - Signed Outside Insurance Authorization
You are instructed to record the Deed of Trust and use our check when you are in a position to report the title to Lot 7 Block T "POTOMAC WOODS" , in Montgomery County, Maryland
Premises No. 1887 Milboro Drive, Rockville, Md.
good according to records, in fee simple, in Robert E. Holtzclaw and Joyce Lynn Holtzclaw, His wife, as Tenants by the Entirety,
subject to the enclosed Deed of Trust, which is to be a first lien against said property. A full coverage insured certificate of title covering both the borrower and lender, on this property shall be furnished this Association as soon as possible.

SPECIAL INSTRUCTIONS Subject to a Purchase Price of $ 48,000.00 with a Down Payment of $ 10,000.00, please pay all Taxes and Assessments to June 30, 1970. Also, please have the borrowers sign the Disclosure Statement and then the Loan Agreements prior to all other papers. Please hold an amount from settlement for possible R.E. Tax levy.

Please advise the borrower that the first monthly payment on this loan will be due and payable at the office of the association on August 10 , 19 70 A pass book will be mailed to the borrower at the address inserted on the signature card, unless otherwise requested.

Very truly yours,

James P. Spellmon
President
Assistant Secretary
Assistant Treasurer

[A copy of this document was introduced as part of State's Exhibit 2H from the records of Enterprise Federal Savings & Loan Association. (Tr. 227, 230-231.)]

[State's Exhibit 2H]

BEST COPY AVAILABLE

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
KENSINGTON, MARYLAND 20795
933-3366

PETER C. ANDRESEN
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 501
7900 GEORGIA AVENUE, N.W.
WASHINGTON, D.C. 20012

SETTLEMENT STATEMENT FOR Seller

Property: Lot 7, Block T, Sec. 10, Potomac Woods **Date** July 9, 1970

Clark-King Construction Company, Inc. **TO:**

Robert E. Holtzclaw et ux Joyce Lynn Holtzclaw **Case No.** 70--307

Holtzclaw is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record which examination of title might disclose. Responsibility is not assumed for any moneys due or payable, which at time of settlement are contingent upon assignment of funds not at such time available, said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT		CREDIT	
Purchase Price or Loan Proceeds	$		$ 48,000	00
Deposit Held by Seller	4,450	00		
Broker Commission County Wide Realty	2,400	00		
– First Mortgage or Trust Enterprise	35,000	00		
Interest Adjustment to date	240	12		
– Second Mortgage or Trust State Mtg.	1,000	00		
Assumed Mortgage 3rd Trust. Lawsden	1,333	00		
Adjust State & County (and F.F.B.C.) Tax at $ 49.98 (Land only)	1	12		
Adjust Town Tax at $ 107.70	2	32		
Adjust Rent at $				
Deposit For Payment Water Bill				
Fire Insurance: Premium ( ) Adjustment ( ) Cancel				
Tax Certification & Service				
Loan Commission and Discount				
Inspection/Conveyancing Fee				
Appraisal/Assumption Fee				
Credit Report				
Release/Trustee Fee	99	50		
Notary Public Fee				
Survey			45	00
Recording & Service: Deed $; Mtg. or Trust $				
* 5 @ Release $; $	70	00		
Prepare: Deed $; Mtg. or Trust $				
Release $; $				
State Recording Tax Stamps				
State Transfer Tax				
County Transfer Tax				
Title Insurance & Application, Mortgagee & Owners				
Policy Fee 4th Trust. r. F.D. Day	2,000	00		
Title Certificate 5th Trust. Federline	2,000	00		
Deposits to Escrow Account Credit from 70-241 (Perry)			55	19
Insurance .... Months				
Taxes ..... Months				
Assignment - Minnicks	1,000	00		
Assignment --Standard Supplies	1,500	00		
Settlement Charge	50	00		
Balance Due From Buyers by Check				
Balance Due To Sellers or Mortgagors			2,645	87
TOTALS	$ 50,746	.05	$ 50,746	.05

Approved and Copy hereof received.

[State's Exhibit 31]

CERTIFIED TRUE COPY

[A copy of this document was admitted into evidence as State's Exhibit 30 from the records of Melvin Clark. (Tr. 99).]

TITLE INSURANCE COMPANY OF MINNESOTA

a Stock Company, of Minneapolis, Minnesota

INTERIM TITLE INSURANCE BINDER

Case No.

TO: Enterprise Federal Savings & Loan Association
413 Pennsylvania Avenue, N. W.
Washington, D. C.

No.

Title Insurance Company of Minnesota by this binder hereby insures you for a period of three months from the date herein against loss or damage not exceeding $ 37,000.00 which you may sustain because of any defects in the Report of Title attached hereto of the Approved Attorney, named therein, dated July 6, 197[illegible] at 3:00 P. M. Upon recordation of proper instruments creating the interest to be insured and payment of the consideration of the estate to be insured and after appropriate up-dated title search, a title policy will be issued subject only to matters shown in said Report of Title not properly satisfied or removed and provided there are no liens, encumbrances or objections intervening between the date and hour of said report and the date and hour of the recording of the instrument creating the interest to be insured, or in the case of a construction loan, the date and hour of each title bring down, unless such intervening matters are satisfied or removed.

The Policy will not insure against exercise and enforcement of governmental "police power".

IN WITNESS WHEREOF, the Company has executed this Binder, to be valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By Laws. This Binder is effective as of the date and hour set out on the Report of Title attached hereto.

Issued at Kensington, Maryland
July 6, 197[illegible]

TITLE INSURANCE COMPANY OF MINNESOTA

CORPORATE SEAL

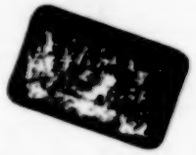
R. M. Bennett President

R. J. Garwood Secretary

Countersigned
By Peter C. Andresen
Authorized Officer or Agent
Peter C. Andresen

[A copy of this document was admitted as part of State's Exhibit 57 from the records of Title Insurance Company of Minnesota. (Tr. 710.)]

[State's Exhibit 23]



APPROVED ATTORNEYS REPORT OF TITLE

File No. _____

TO THE TITLE INSURANCE COMPANY OF MINNESOTA

The undersigned hereby certifies title to property located in the City of Rockville, County of Montgomery, State of Maryland, described as follows: (Attach copy if description is lengthy)

SCHEDULE A

Lot numbered Seven (7) in Block lettered "T", in the subdivision known as "FUTURE WOODS", Section Ten (10), as per plat thereof recorded at Plat Book 83, Plat 9673, one of the Land Records of Montgomery County, Maryland

is marketable and vested in fee simple as of the date hereof in Clark-King Construction Company, Incorporated under Deed from Aldre, Incorporated dated 12/18/64 and recorded 2/3/65 in Book 3322 Page 79 of the records of Montgomery County, Maryland

SUBJECT TO:

1. Mortgages (Deeds of Trust)

see attached sheet

2. City, County, and State Taxes, Special Assessments.
State, County & Town taxes paid thru 6/30/70.
WSSC FY'BC paid thru 12/31/69.

3. Judgments, if any.
NONE

4. Easements, recorded leases, other liens, objections and defects as follows (if set forth in restrictive covenants, refer to paragraph no.)

See attached sheet

5. Covenants or restriction (attach copy). DATED 10/7/65 RECORDED 10/8/65 in Book 3420/211 Page Restrictions, if any, do not contain a forfeiture provision and have not been violated. Yes _____ No Y.

6. Building set back lines as noted on plat recorded (if set forth in restrictive covenants, refer to paragraph number) Minimum building restriction lines per dedication. These restriction lines have not been violated and this policy insures that a future violation thereof will not cause a forfeiture or reversion of title.

7. Matters of survey. If survey furnished, are there any errors or discrepancies? no

8. Mechanics' and materialmen's liens, if filing period has expired, so state, otherwise waivers must be submitted to remove this exception. Lien waiver to be furnished.

9. Rights and claims of parties, other than owners, in possession, if any None known

The undersigned hereby certifies the above is based on a personal examination of all public records affecting title for a period of 60 years, and to his knowledge there is no dispute as to the validity thereof

This is a sale to Robert E. Holtsclaw et ux Joyce Lynn Holtsclaw

This is a refinance only ☐

Binder requested ☒ Yes ☐ No The undersigned applies for the following policy, insuring Enterprise Federal Savings & Loan Association as Lender; Amount of Loan $ 38,000.00

as Purchaser; Amount of Sale $ _____

The sale and/or loan will be ☐ FHA ☐ VA ☒ Conventional ☐ Construction

Settlement is to be at the offices of Peter C. Andresen 7700 Decatur Avenue, Kensington, Maryland

This certified down to 2/1 19 70 at 8 o'c A.M. Peter C. Andresen Approved Attorney

A copy of this document was admitted as part of State's Exhibit 57 from the records of Title Insurance Company of Minnesota.

SUBJECT TO:

1. a. D/T dtd 9/12/69 rec 9/18/69 at 10:09 A.M. from Clark-King Construction Company, Inc. to The National Bank of Washington, Trustee, secures Enterprise Federal Savings & Loan Association in the sum of $106,000.00.

b. D/T dtd 7/26/68, rec 8/2/68 at Liber 3773, folio 598 from Clark-King Construction Company, Inc. to Peter C. Andresen & William H. Matthews, Trustees, secures State National Bank of Bethesda in the sum of $31,000.00

c. D/T dtd 9/27/68 rec 10/9/68 at Liber 3797, folio 799 from Clark-King Construction Company, Inc. to James William Salter, III & Owen McDonnell Taylor, Trustees securing Arthur Dale Lumsden in the sum of $24,000.00.

d. D/T dtd 12/13/69 rec 1/22/70 at Liber 3934, folio 772 from Clark-King Construction Company, Inc. to Peter C. Andresen & William B. Wheeler, Trs., securing F.D. Day Company, Inc. in the sum of $37,000.00.

e. D/T dtd 4/20/70 rec 5/19/70 at Liber 3962, folio 309 from Clark-King Construction Company, Inc. to Peter C. Andresen & Lawrence A. Shulman, Trs., securing James A. Federline, Inc. in the sum of $10,000.00.

4. a. 2 right-of-ways to C & P Telephone Company in usual form recorded at Liber 206, folio 51 and Liber 246, folio 120.

b. Easement granted to Pepco and C & P Telephone Company recorded at Liber 3411, folio 271.

c. Temporary slope easements as shown on record plat to be extinguished when all public improvements completed and accepted.

Peter C. Andresen

[A copy of this document was admitted as part of State's Exhibit 57 from the records of Title Insurance Company of Minnesota. (Tr. 710.)]

ACCOUNT NO. L-14-926

OBJECT FOR WHICH DRAWN

Loan to R.E. & J.L. Holtzclaw @ 8%	$38,000.00	
Less check No. 2 22197	36,319.83	
Peter C. Andresen, Atty.		$1,680.17

70-307

ENTERPRISE Federal SAVINGS
AND LOAN ASSOCIATION
WASHINGTON, D. C. 20004

[A photocopy of a check in the amount of $1,680.17 was admitted as part of State's Exhibit 32A. (Tr. 232.)]

[State's Exhibit 2K]

LOAN NO. 1

NAME Mr. Robert E. & Mrs. Clyde Lee Holtzclaw, Jr. & Lynn Kelly Holtzclaw

IN ACCOUNT WITH

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

LOAN ON LOT 7 SQUARE Block 7 "B" Young Acres Subdivision

PREMISES: 1882 Milburn Drive Rockville, Md.

TO APPRAISAL FEE (Enterprise Federal Savings)

TO PREPARATION OF DEED OF TRUST (Thomas F. Burke) Record & Reproduction 3 yrs $ 40.00

TO INSURANCE (fire and extended coverage) (George L. Bergmann, Inc.) 3 yrs $ 40.00

| | | |

LIBER 3902 FOLIO 623 - 18 - MARYLAND

Deed of Trust

Loan No. L 14-845

This Deed of Trust made this 12th day of September, A. D. 19 69

by and between CLARK-KING CONSTRUCTION COMPANY, INC., a Maryland corporation, acting herein pursuant to a Resolution of its Board of Directors, a duly certified copy of which is hereto annexed and made a part hereof,

hereinafter referred to as Borrower, and THE NATIONAL BANK OF WASHINGTON, a corporation organized under the laws of the United States, doing business in the District of Columbia, Trustee, hereinafter referred to as Trustee.

Whereas, Borrower, for value received, is justly indebted unto ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States, hereinafter referred to as Association, in the full principal sum of

Thirty-five Thousand and 00/100 ($35,000.00) Dollars,** being money loaned

for which amount one certain Bond bearing even date herewith has been executed and delivered by Borrower to said Association; and, whereas, Borrower may, under this Deed of Trust, hereafter become further indebted unto said Association and may by further Bonds, duly executed and delivered to said Association, acknowledge Borrower to be so indebted, to a total amount not exceeding at any one time, however, the principal sum aforesaid, upon such conditions as may be in said Bonds set forth, all of said indebtedness being repayable, with interest, to said Association at its main office in Washington, D. C., or at any branch office or agency of the Association, hereafter designated by it, situated in the District of Columbia or in the State of Maryland, in monthly payments as in said Bonds provided; the intent of this Deed of Trust being to assure full and punctual repayment of the indebtedness evidenced by said Bonds, together with all advances and charges therein and herein agreed upon and hereby secured, upon the terms and conditions therein and herein contained.

Now, Therefore, to secure the performance of the conditions of said Bond, and all subsequent Bonds, as hereinbefore provided for, and in consideration of the premises and the sum of Ten ($10.00) Dollars, receipt of which is hereby acknowledged, Borrower hereby grant and convey unto said Trustee, in fee simple, the following described land and premises situate in Montgomery County, Maryland:

Lot numbered Seven (7) in Block lettered "T", in the subdivision known as "POTOMAC WOODS", Section Ten (10), as per plat thereof recorded at Plat Book 83, Plat 8673, one of the Land Records of Montgomery County, Maryland, subject to Rights of Way and Easements of Record;

SEP 18 MD
CLERK'S OFFICE MONTG CO.

(The loan secured by this Deed of Trust is a construction loan, payments to be made in installments in accordance with a loan agreement between the parties hereto dated September 12, 1969 hereby expressly referred to.)

*** The date fixed for the maturity of the debt hereby secured is December 1, A.D. 19 70; and any remaining unpaid balance of principal and interest thereon shall be and become due and payable on said date.

together with all the improvements (specifically including, but not limited to, all awnings, door, window and porch screens, storm windows, mantels, cabinets, linoleum, stoves, shades, venetian blinds, in-a-door beds, elevators, mechanical refrigerators, gas, oil and other fuel burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, whether in single units or centrally controlled, and each and every of the interior improvements and fixtures movable or immovable of every kind and description upon said land and premises or used in connection therewith, it being agreed and the intention of the parties hereto that the same shall be deemed to be fixtures and an accession to the freehold and a part of the realty, whether or not the same are physically attached thereto and that the same are specifically covered by this Deed of Trust and included in the term land and premises wherever used herein) now or hereafter erected or placed thereon or therein, together with all rights, ways, easements and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of Borrower, of, in, to, or out of the said land and premises.

[Prior to the execution of these documents were introduced as part of State's Exhibit 3D from the records of Enterprise Federal Savings & Loan Association (Tr. 239-240.)] [State's Exhibit 2M]

** See endorsement on back page, made a part hereof.

- 19 -

LIBER 3902 FOLIO 628

IN TESTIMONY WHEREOF, the said CLARK-KING CONSTRUCTION COMPANY, INC., has on the 12th day of September, 1969, caused these presents to be signed by MELVIN L. CLARK, JR., its President, attested by JOANNE K. CLARK, its Secretary, and its corporate seal to be hereunto affixed, and does hereby appoint MELVIN L. CLARK, JR. its true and lawful attorney-in-fact to acknowledge and deliver these presents as its act and deed.

CLARK-KING CONSTRUCTION COMPANY, INC.

By: M. L. Clark
President
Melvin L. Clark, Jr.

ATTEST:
J. K. Clark
Secretary
Joanne K. Clark

(CORPORATE SEAL)

State of Maryland)
County of Montgomery) SS:

I, Peter Andresen, a Notary Public in and for the State and County aforesaid, Do Hereby Certify that on the 12th day of September, 1969, MELVIN L. CLARK, JR. who is personally well known to me as the person named as attorney-in-fact in the foregoing Deed, bearing date on the 12th day of September, A.D. 19 69, and hereto annexed, personally appeared before me in said State and County and as attorney-in-fact as aforesaid, and by virtue of the authority vested in him by said Deed, acknowledged the same to be the act and deed of CLARK-KING CONSTRUCTION COMPANY, INC., the Grantor therein.

GIVEN under my hand and seal this 12th day of September, A.D. 19 69.

My Commission Expires July 1, 1970

Peter Andresen
Notary Public

Notary Public

LIBER 3902 FOLIO 629

CLARK-KING CONSTRUCTION COMPANY, INC.

RESOLVED, That CLARK-KING CONSTRUCTION COMPANY, INC., borrow the sum of $ - 35,000.00 - from ENTERPRISE FEDERAL SAVINGS AND L ASSOCIATION of the District of Columbia, to be secured by first deed of t on the real estate owned by CLARK-KING CONSTRUCTION COMPANY, INC., situated in MONTGOMERY COUNTY, MARYLAND, being: Lot 7 in Block "T", in the subdivision known as "POTOMAC WOODS", Section 10, as per plat thereof recorded at Plat Book 83, Plat 8673, one of the Land Records of Montgomery County, Maryland;

upon such terms and at such rate of interest as in the discretion of the President and Secretary may be advantageous or proper; and, in connection therewith, the President and Secretary are authorized to execute and deliv for and on behalf of and in the name of CLARK-KING CONSTRUCTION COMPANY, I such deed of trust and bond or other instrument as may be requisite or nec sary to consummate said loan.

I hereby certify that the foregoing is a true copy of a Resolution of the Board of Directors of CLARK-KING CONSTRUCTION COMPANY, INC., a Maryland corporation, passed on the 11th day of October, 1970, at a duly called meeting of the Board of Direc of said CLARK-KING CONSTRUCTION COMPANY, INC., at which a quorum of the Board of Directors was present and voting.

Secretary

Joanne K. Clark

(CORPORATE SEAL)

Notary Public

LIBER 4019 FOLIO 711

RELEASE OF DEED OF TRUST RECORDED SEPTEMBER 18, 1969 LIBER 3902 FOLIO 625,

FOR value received, The National Bank of Washington, the Trustee named in the within Deed of Trust, by Thomas A. Davis its Assistant Trust Officer, does hereby release said within Deed of Trust, the Bond secured thereby having been exhibited to it duly marked paid and canceled.

Witness its hand and seal this 23rd day of July, 1970

THE NATIONAL BANK OF WASHINGTON

BY: Thomas A. Davis, Assistant Trust Officer

ATTEST BY: Watson E. Ahlenfeld, Assistant Cashier

DEBT PAID ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION - July 23, 197

BY: Timothy A. Dunworth, Executive Vice-Pres

ATTEST BY: James P. Spelman, Asst. Secretary

NOV 20 70 PAID $ 2 5 CLK CT.M.C. SR — ACK

CLERK'S OFFICE MONTG. CO., MD. 1970 NOV 20 AM 10 57

mail to:
Peter a Andresen
3700 Decatur ave.
Kens. Md 20795

1615

RELEASED

MARYLAND

Deed of Trust

FROM:
CLARK-KING CONSTRUCTION COMPANY, INC.,
a Maryland corporation,

TO:
THE NATIONAL BANK OF WASHINGTON
Trustee

Securing
ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION
WASHINGTON, D. C.

Recorded for Record on the 18th day of Sept. A.D. 19 69, at 10:07 o'clock A. M. and recorded in Liber No. 3902 at Folio 625 one of the Land Records of Montg. Co. Md.
and examined by
Recorder — Clerk

After recording, please mail to
ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION
813 Pennsylvania Avenue, N. W.
Washington, D. C. 20004

RELEASED

***And it is further understood and agreed that, prior to executing a partial or complete release under the terms of this Trust, the Trustee shall be entitled to charge and receive a fee of $25.00 for each such release, or $25.00 for each lot secured hereby so released.

I hereby certify that this Deed of Trust has been prepared by the undersigned, one of the parties named herein.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

By

Martin A. Cook - President

L-14-845

ENTERPRISE *Federal* SAVINGS

AND LOAN ASSOCIATION

ORGANIZED MARCH 9, 1932

815 PENNSYLVANIA AVENUE, N. W.

WASHINGTON, D. C. 20004

TELEPHONE 783-6000

August 13, 1969

To: ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION:

The undersigned hereby applies for a monthly payment loan in the amount of

Thirty-five Thousand and 00/100 ($35,000.00) Dollars

to be secured by first deed of trust on lot 7 Block T Sec. 10 "POTOMAC WOODS", in Montgomery County, Maryland.

to

Improvements/consist of a detached 2-story brick and frame one family dwelling.

Premises No. Milboro Drive Rockville, Maryland.

Sale Price $ _____ Cash Down Payment $ _____

Refinance: _____

This is a Construction Loan

Repayments to be $ 270.20 monthly, ~~principal and interest~~ including interest at the rate of 8 % per annum. A fully insured mortgagee certificate of title and other expenses and charges incident to said loan shall be paid by borrower. Title to be good of record in fee simple. Title to property to be in names of: Clark-King Construction Company, Inc., a Maryland corporation.

Remarks: The undersigned borrower states that the primary purpose of this loan is for business or commercial use.

Clark-King Construction Company, Inc., by:

(Sign Here) _____ President)

(Sign Here) _____ Secretary)

Mail Address _____

_____

Telephone _____

120 00	30 00	10 00	85 00	1050 00	1 00					35000 00	6296 00	$ 36296 00	PURCHASE
													REFINANCE
													E. F. S. REFINANCE
													OTHER PURPOSES

10" Montgomery Co. Md.

NN

Suphlz 185

$ 35,000.00 Loan No. L-14-845

Bond

Secured by First Deed of Trust on Lot 7 in Block "T" in "POTOMAC WOODS" in Section 10 in Montgomery County, Maryland,

Dated September 12, A. D. 19 69.

Know all men by these presents:

That CLARK-KING CONSTRUCTION COMPANY, INC., a Maryland corporation, hereinafter referred to as Obligor or Borrower, ~~—~~ is ~~—~~ held and firmly bound unto ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION, Washington, D. C., a corporation organized and existing under the laws of the United States, in the full sum of

Thirty-five Thousand and 00/100

($35,000.00 -) Dollars, to be paid to said Association, for which payment, well and truly to be made, ~~—~~ it ~~—~~ binds itself, its successors ~~heirs, devisees, executors, administrators~~ and assigns, firmly by these presents.

Sealed with ~~-~~ its ~~—~~ seal ~~-~~, and dated at Washington, D. C., this 12th day of September, A. D. 19 69.

Whereas, said Obligor, for value received, is justly indebted unto said Association in the full sum of

Thirty-five Thousand and 00/100

($35,000.00 -) Dollars;

Now, Therefore, the Condition of this Obligation is such that if the said Obligor, or its successors ~~heirs, devisees, executors, administrators~~ or assigns, shall pay said indebtedness or cause the same to be paid to said Association at its Office in Washington, D. C., in monthly payments of

Two Hundred Seventy and 20/100 ($270.20 -) Dollars, including interest at the rate of ~~—~~ Eight ~~—~~ per centum (- 8 - %) per annum, calculated monthly on the unpaid balance, the first payment to be made on the 1st day of December A. D. 19 70, and a like amount on the 1st day of each and every month thereafter, until full repayment and settlement of said indebtedness, and pay all taxes, assessments, other governmental levies, premiums on insurance and other charges as provided by or under the Charter and By-Laws of said Association and the Deed of Trust securing this Obligation, then this Obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

And it is Further Agreed That each monthly payment made hereunder shall be credited first to insurance and other charges, then on interest on the unpaid balance of the debt, and the remainder to the unpaid principal balance of said indebtedness. Any delinquent payments of principal or interest shall bear the rate of interest herein agreed to until paid.

And it is Further Agreed That, in addition to said monthly payments, said Obligor shall pay to said Association, or its order, monthly, during the time that the indebtedness remains unpaid, an amount equal to one-twelfth (1/12) of the annual taxes, assessments, other governmental levies and insurance premiums on the property conveyed by the Deed of Trust securing the indebtedness evidenced by this Bond.

It is Hereby Further Provided That the stipulated rate of interest on said indebtedness may be increased, at the option of the Association, by not more than one per centum (1%) per annum. However, the Association may not exercise such right in less than three years from the date of these presents and then only upon at least four months' written notice to Borrower, or his heirs, devisees, executors, administrators or assigns, at the last known post office address shown on the books of the Association; and, in the event of such an increase in the stipulated rate of interest, Borrower, or his heirs, devisees, executors, administrators or assigns, may prepay the balance due on said indebtedness within such notice period without the payment of any additional interest or any other penalty.

(over)

ENTERPRISE *Federal* SAVINGS

AND LOAN ASSOCIATION

ORGANIZED MARCH 9, 1889

815 PENNSYLVANIA AVENUE, N. W.
WASHINGTON, D. C. 20004
TELEPHONE 783-6000

OFFICERS
MARTIN A. COOK
President
FRANCIS J. HAYES
Executive Vice President
and Secretary
TIMOTHY A. DUNWORTH
Vice President
and Treasurer
JOSEPH L. CANON
Assistant Secretary-Treasurer
JAMES P. APPLEWHITE
Assistant Secretary
EDWIN N. LEWIS
Assistant Secretary
JOSEPH C. DUFF
Assistant Treasurer
GILLIAM B. CONRAD
Assistant Treasurer
M. JOSEPH O'LEARY
Assistant Treasurer

DIRECTORS
GEORGE I. BURGER JR.
THOMAS P. BURKE
MARTIN A. COOK
TIMOTHY A. DUNWORTH
FRANCIS S.F. HANNAN, M.D.
FRANCIS J. HAYES

September 11, 1970

Peter Andresen

3700 Decatur Avenue

Kensington, Maryland 20795

L -14-845

Gentlemen:

In connection with the paid off loan on

Lot 7 Block T Potomac Woods

in the names of Clark-King

Construction Co., Inc.

we enclose the following papers:

- ☑ Deed of Trust (with short form release which you are to record)
- ☐ Executed Deed of Release which you are to record
- ☑ Bond marked Paid and Canceled
- ☐ Hazard Insurance Policy in the amount of $_____, Expiration date_____.
- ☑ Miscellaneous Papers
- ☐ _____
- ☐ _____
- ☐ _____
- ☐ _____

Yours very truly,

James B. Sykes

an amount equal to one-twelfth (1/12) of the annual taxes, assessments, other governmental levies and insurance premiums on the property conveyed by the Deed of Trust securing the indebtedness evidenced by this Bond.

It is Hereby Further Provided That the stipulated rate of interest on said indebtedness may be increased, at the option of the Association, by not more than one per centum (1%) per annum. However, the Association may not exercise such right in less than three years from the date of these presents and then only upon at least four months' written notice to Borrower, or his heirs, devisees, executors, administrators or assigns, at the last known post office address shown on the books of the Association; and, in the event of such an increase in the stipulated rate of interest, Borrower, or his heirs, devisees, executors, administrators or assigns, may prepay the balance due on said indebtedness within such notice period without the payment of any additional interest or any other penalty.

(over)

HANSON & DEN OUTER CIVIL ENGINEERS • LAND SURVEYORS • LAND PLANNING CONSULTANTS

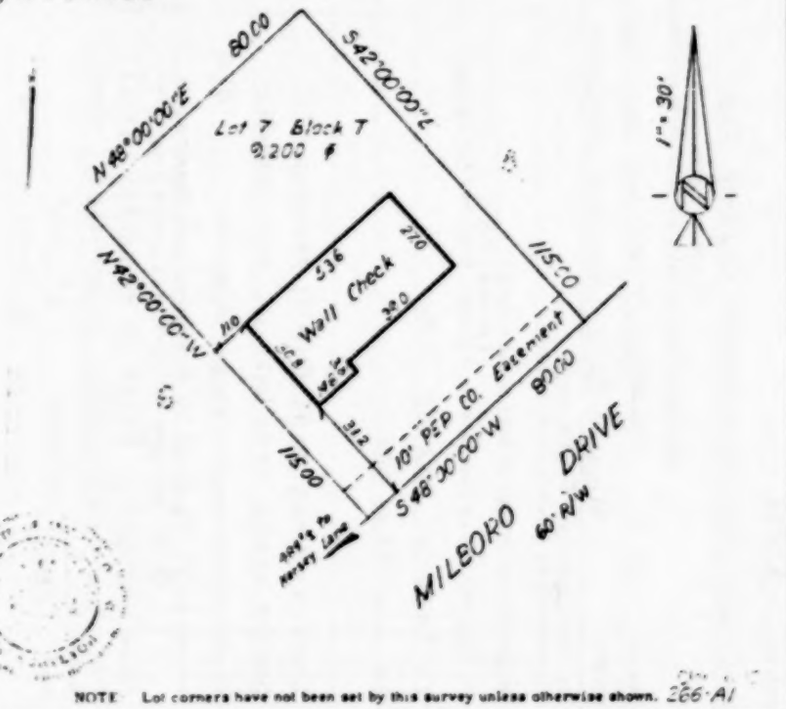
172 ROLLINS AVE., ROCKVILLE, MD. 20852
Phone (301) 427-7070

HOUSE LOCATION SURVEY

LOT 7 BLOCK T
SECTION TEN
POTOMAC WOODS

Montgomery County, Maryland PLAT BOOK 33 PLAT 3873

City of Rockville



NOTE Lot corners have not been set by this survey unless otherwise shown.

I hereby certify that the location of the existing improvements shown hereon is correct as made by a transit-tape survey dated ...11-12-70.....and that there are no encroachments either way across property lines unless otherwise shown.

.....
Registered Land Surveyor, Md. No. 4592

Supplied 1970

ON
2 10" Montgomery Co. pkg

	120 00
	30 00
	10 00
	85 00
	10 50 00
	1 00
	246 00
	10 50
35000 00	
35000 00	
6296 00	$ 36296 00

PURCHASE
REFINANCE
E. F. S. REFINANCE
OTHER PURPOSES

LOAN NO. 14845 — Sept 12 1969

NAME CLARK-KING CONSTRUCTION COMPANY, INC.

IN ACCOUNT WITH

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

LOAN ON LOT 7 Block T, "POTOMAC WOODS, SECTION 10" MONTGOMERY CO. MD.

PREMISES: MILBORO DRIVE, ROCKVILLE, MARYLAND

TO CONSTRUCTION INSPECTIONS	120 00	
TO APPRAISAL FEE (Enterprise Federal Savings)	30 00	
TO PREPARATION OF DEED OF TRUST (Thomas F. Burke)	100 00	
TO INSURANCE (Fire and extended coverage) (George I. Borger, Inc.) 1 YR B.R. P.C. 3 yrs $35,000.-	85 00	
To SERVICE CHARGE 3%	1050 00	
To NOTARY FEE	1 00	
LOAN CHARGES TO BE PAID AT SETTLEMENT		246 00
SERVICE CHARGE TO BE DEDUCTED FROM ADVANCE		1050 00
BY LOAN (MONTHLY PAYMENT $ 270.20 INTEREST RATE 8 %)		35000 00
BALANCE DUE TO BE PLACED IN CONSTRUCTION LOAN COMMITMENTS ($6000 - TO BE ADVANCED TO PAY OFF EXISTING LAND LOAN)	35000 00	
	$ 36296 00	$ 36296 00

Payment $ 270.20 — PETER C. ANDRESEN, ATTY

Taxes $ —

Insurance $ —

Total $ 270.20

SETTLEMENT DATE: SEPTEMBER 12 1969

CASE NUMBER 69-328

1st PAYMENT DUE DECEMBER 1, 1970

PURCHASE

REFINANCE

E. F. S. REFINANCE

OTHER PURPOSES

LOANS IN PROCESS — GENERAL LEDGER — LOANS IN PROCESS

ACCOUNT CLARK-KING CONSTRUCTION COMPANY, Inc. ACCOUNT No.

SCHEDULE OF PAYMENTS	DATE	AMOUNT OF LOAN		BALANCE
REFERENCE	DEBITS	CREDITS	DATE	BALANCE
GROUND ADVANCE LOT [redacted]		$ 36,000.00		$ 36,000.00
$ 6,000.00				
1ST FLOOR JOISTS $ 4,000.00				
2ND FLOOR $ 4,000.00				
ROOF OK & PLUMBING ROUGHED-IN $ 4,200.00				
PLASTERED WHITE-COAT $ 5,600.00				
TRIMMED - INCL. TUBS, TOILETS FIXTURES $ 5,600.00				
FINISHED & RELEASE OF LIENS FURNISHED $ 6,600.00				

Lot 6 Block T Section 10 "POTOMAC WOODS", in Montgomery County, Maryland.

ENTERPRISE FEDERAL SAVINGS AND LOAN ASSOCIATION

WASHINGTON, D. C.

balance of principal and interest thereon shall be and become due and payable on said date.

together with all the improvements (specifically including, but not limited to, all awnings, door, window and porch screens, storm windows, mantels, cabinets, linoleum, stoves, shades, venetian blinds, in-a-door beds, elevators, mechanical refrigerators, gas, oil and other fuel burning system and equipment, water heaters, radiator covers, and all plumbing, heating, lighting, cooking, ventilating, cooling, air-conditioning and refrigerating apparatus and equipment, whether in single units or centrally controlled, and each and every of the interior improvements and fixtures movable or immovable of every kind and description upon said land and premises or used in connection therewith, it being agreed and the intention of the parties hereto that the same shall be deemed to be fixtures and an accession to the freehold and a part of the realty, whether or not the same are physically attached thereto, and that the same are specifically covered by this Deed of Trust and included in the term land and premises wherever used herein) now or hereafter erected or placed thereon or therein, together with all rights, ways, easements and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of Borrower, of, in, to, or out of the said land and premises.

** See endorsement on back page, made a part hereof.

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C ANDRESEN
GEORGE FRANCIS PAXTON
OF COUNSEL
WILLIAM H MATTHEWS

WASHINGTON OFFICE
SUITE 302
7003 GEORGIA AVE., N W
WASHINGTON, D C 20012

SETTLEMENT STATEMENT FOR Buyer

Property: Lot 13, Block T, Section 10, Potomac Woods Date July 17,1972

Mt. Vernon Development Corporation TO:

Young Contracting Co.,Inc. Case No. 72-242(b)

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record when examination is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are contingent upon assignment of funds not at that time available, said settlement and the payment of proceeds and disbursements hereunder are subject to re-assignment of such assignments. This statement subject to final audit.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT		CREDIT	
Purchase Price or Loan Proceeds	$ 12,000	00	$	
Deposit				
Broker Commission				
– First Mortgage or Trust Given Back			5,000	00
Interest Adjustment				
– Second Mortgage or Trust				
Interest Adjustment				
Adjust State & County (and F.F.B.C.) Tax at $ 136.19			5	92
Adjust Town/Land Tax at $ 138.88			6	08
Adjust Rent at $				
Deposit For Payment Water Bill				
Fire Insurance: Premium ( ) Adjustment ( )				
Tax Certification & Service	2	50		
Loan Commission and Discount				
Inspection/Conveyancing Fee				
Appraisal/Assumption Fee				
Credit Report/Truth in Lending				
Release/Trustee Fee				
Notary Public Fee				
Survey				
Recording & Service: Deed $ 14.00 Mtg. or Trust $ 18.00	32	00		
Release $; $				
Prepare: Deed $; Mtg. or Trust $				
Release $; $				
State Recording Tax Stamps	52	80		
State Transfer Tax	60	00		
County Transfer Tax	120	00		
Title Insurance & Application, Mortgagee & Owners				
Examine Title				
Title Certificate				
Deposit in Escrow for lender:				
Insurance Months				
Taxes Months				
Settlement Charge	50	00		
Balance Due From Buyers by Check			7,305	30
Balance Due To Sellers or Mortgagors				
TOTALS	$ 12,317	30	$ 12,317	30

CERTIFIED TRUE COPY

Approved and Copy hereof received:
Young Contracting Co.,Inc.
By Audrey Young Pres.
[State's Exhibit 3A]

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C ANDRESEN
GEORGE FRANCIS PAXTON
OF COUNSEL
WILLIAM H MATTHEWS

WASHINGTON OFFICE
SUITE 302
7003 GEORGIA AVE., N W
WASHINGTON, D C 20012

SETTLEMENT STATEMENT FOR Mortgagor

Property: Lot 13, Block T, Section 10, Potomac Woods Date July 18,1972

Standard Savings and Loan Association TO:

Young Contracting Co.,Inc. Case No. 72-242(c)

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record when examination is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are contingent upon assignment of funds not at that time available, said settlement and the payment of proceeds and disbursements hereunder are subject to re-assignment of such assignments. This statement subject to final audit.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

Construction loan - future advances ($52,000.00)	DEBIT		CREDIT	
Purchase Price or Loan Proceeds	$		$	
Deposit				
Broker Commission				
– First Mortgage or Trust				
Interest Adjustment				
– Second Mortgage or Trust				
Interest Adjustment				
Adjust State & County (and F.F.B.C.) Tax at $				
Adjust Town/Land Tax at $				
Adjust Rent at $				
Deposit For Payment Water Bill				
Fire Insurance: Premium (X) Adjustment ( ) Std.	56	00		
Tax Certification & Service				
Loan Commission and Discount				
Inspection/[redacted] Fee Standard	50	00		
Appraisal/[redacted] Fee Standard	50	00		
Credit Report/Truth in Lending				
Release/Trustee Fee				
Notary Public Fee Standard		50		
[redacted] Conveyancing - A. D. Housley, Esq.	50	00		
Recording & Service: Deed $; Mtg. or Trust $ 18.00	18	00		
Release $; $				
Prepare: Deed $; Mtg. or Trust $				
Release $; $				
State Recording Tax Stamps	228	80		
State Transfer Tax				
County Transfer Tax				
Title Insurance & Application, Mortgagee [redacted]	145	00		
Examine Title				
Title Certificate				
Deposit in Escrow for lender:				
Insurance Months				
Taxes Months				
Service Charge - Standard - 2%	1,040	00		
Committment Fee - Standard - 1%	607	50		
Settlement Charge	50	00		
Balance Due From Buyers by Check			2,295	80
Balance Due To Sellers or Mortgagors				
TOTALS	$ 2,295	80	$ 2,295	80

CERTIFIED TRUE COPY

Approved and Copy hereof received:
[redacted]
[State's Exhibit 3B]

LIBER 4243 FOLIO 643

- 30 - 72-242(Ja)

MARYLAND COMPOSITION DEED OF TRUST PURCHASE MONEY

This Deed

1972 JUL 19 AM 8: 12

Made this 17th **day of** July **, A. D. 19** 72 **, by and between**

YOUNG CONTRACTING CO., INC.

party of the first part

PETER C. ANDRESEN AND LORI J. HALL, Trustees,

party of the second part:

Whereas, the said party of the first part is justly indebted unto MT. VERNON DEVELOPMENT CORPORATION **in the full sum of** FIVE THOUSAND AND NO/100---------- **Dollars** with interest thereon at the rate of eight (8%) per centum per annum, said interest only payable quarterly, for which amount the said party of the first part has executed and delivered its one (1) promissory note, payable to Mt. Vernon Development Corporation. The entire balance of unpaid principal and interest shall all become due and payable one (1) year from the date hereof, anything to the contrary above notwithstanding.

Prior to the execution and delivery of any partial or complete release, each Trustee shall be entitled to charge and receive a fee of $10.00 plus 50¢ for notary fees for each release. The right to charge and receive said fee shall be limited to two (2) trustees.

The Trustees are hereby directed to subordinate the lien hereof, without prior approval from the noteholder, to one bona-fide construction loan on the said property or any part thereof.

And Whereas, *the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said, party of the second part or substituted trustees, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and all money which may be advanced as provided herein, with interest on all such costs and advances from the date hereof.*

Now, Therefore, This Indenture Witnesseth, *that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery by these presents, is hereby acknowledged, has granted, and do hereby grant unto the party of the second part all of the following described land and premises, situate in the* county of Montgomery, State of Maryland *known and distinguished as* follows:

[A copy of this document was admitted as part of State's Exhibit 45 from George Young's records. (Tr. 491-492.)]

[State's Exhibit 30]

- 31 -

LIBER 4243 FOLIO 648

STATE OF Maryland
COUNTY OF Montgomery

On this the 17th *day of* July *, 19* 72 *, before me,* LORI HALL *the undersigned officer, personally appeared* Audrey E. Young *, who acknowledged* herself *to be the* President *of* Young Contracting Co., Inc. *a corporation, and that* she *, as such* President *, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by* herself *as* President.

IN WITNESS WHEREOF *I hereunto set my hand and official seal.*

Lori Hall
LORI HALL
Title of Officer

I, George Young
Young Contracting Co., Inc. , Secretary of

do hereby certify that the aforegoing deed of trust was executed in strict conformity with a resolution of the Board of Directors *of the said* Young Contracting Co., Inc.
a corporation organized under the laws of Maryland *passed at a duly called meeting of said corporation, held on* July 17 *, 19* 72

George Young
George Young *Secretary.*

XXXX

NOTICE TO AND STATEMENT OF BUYER

Required by the Acts of the General Assembly of Maryland 1971. To be codified as Article 48A - Section 486-1.

Property: **Lot 13, Block T, SECTION 10, POTOMAC WOODS,**

MONTGOMERY COUNTY, MARYLAND.

In connection with the purchase of the captioned property, Peter C. Andresen, Attorney at Law has notified me/us of the following:

1. A mortgagee title insurance policy will be issued to:
Standard Savings & Loan Association of Gaithersburg
in the face amount of the loan which is $ 52,000.00

2. That no protection is afforded the buyer under a mortgagee title insurance policy.

3. That the buyer has the right to obtain in his own favor simultaneous title insurance in the form of an owners title insurance policy in the face amount of the purchase price for the property, by paying an additional premium or charge of $_____.

4. That the buyer's title insurance will be issued subject only to the contingencies and conditions contained in the binder, title report and policy.

5. That the buyer has the right to review a sample of the form of the owners title insurance policy in which said contingencies and conditions shall be inserted.

6. That the owners title insurance policy, if desired by the buyer, will be effective upon payment of premium, subject only to the delivery and recording of the Deed from the Seller to the Buyer.

I/we hereby acknowledge receipt of this Notice, prior to the disbursement of any funds and I/we do hereby make the following election with regard to the purchase of an owners title insurance policy, viz:

( ) Desire to obtain an owners' title insurance policy

(✓) Do not desire to obtain an owners' title insurance policy

Witness:

_____ (_____) Young Continuity Co., Inc.
Date By: Andrew Young
Buyer, his Agent or Attorney

(_____) _____
Date Buyer, his Agent or Attorney

[State's Exhibit 3D]

NOTICE TO AND STATEMENT OF BUYER

Required by the Acts of the General Assembly of Maryland 1971. To be codified as Article 48A - Section 486-1.

Property: **Lot 13, Block T, SECTION 10, POTOMAC WOODS,**

MONTGOMERY COUNTY, MARYLAND.

In connection with the purchase of the captioned property, Peter C. Andresen, Attorney at Law has notified me/us of the following:

1. A mortgagee title insurance policy will be issued to:
Standard Savings & Loan Association of Gaithersburg
In the face amount of the loan which is $ 52,000.00

2. That no protection is afforded the buyer under a mortgagee title insurance policy.

3. That the buyer has the right to obtain in his own favor simultaneous title insurance in the form of an owners title insurance policy in the face amount of the purchase price for the property, by paying an additional premium or charge of $_____.

4. That the buyer's title insurance will be issued subject only to the contingencies and conditions contained in the binder, title report and policy.

5. That the buyer has the right to review a sample of the form of the owners title insurance policy in which said contingencies and conditions shall be inserted.

6. That the owners title insurance policy, if desired by the buyer, will be effective upon payment of premium, subject only to the delivery and recording of the Deed from the Seller to the Buyer.

I/we hereby acknowledge receipt of this Notice, prior to the disbursement of any funds and I/we do hereby make the following election with regard to the purchase of an owners title insurance policy, viz:

( ) Desire to obtain an owners' title insurance policy

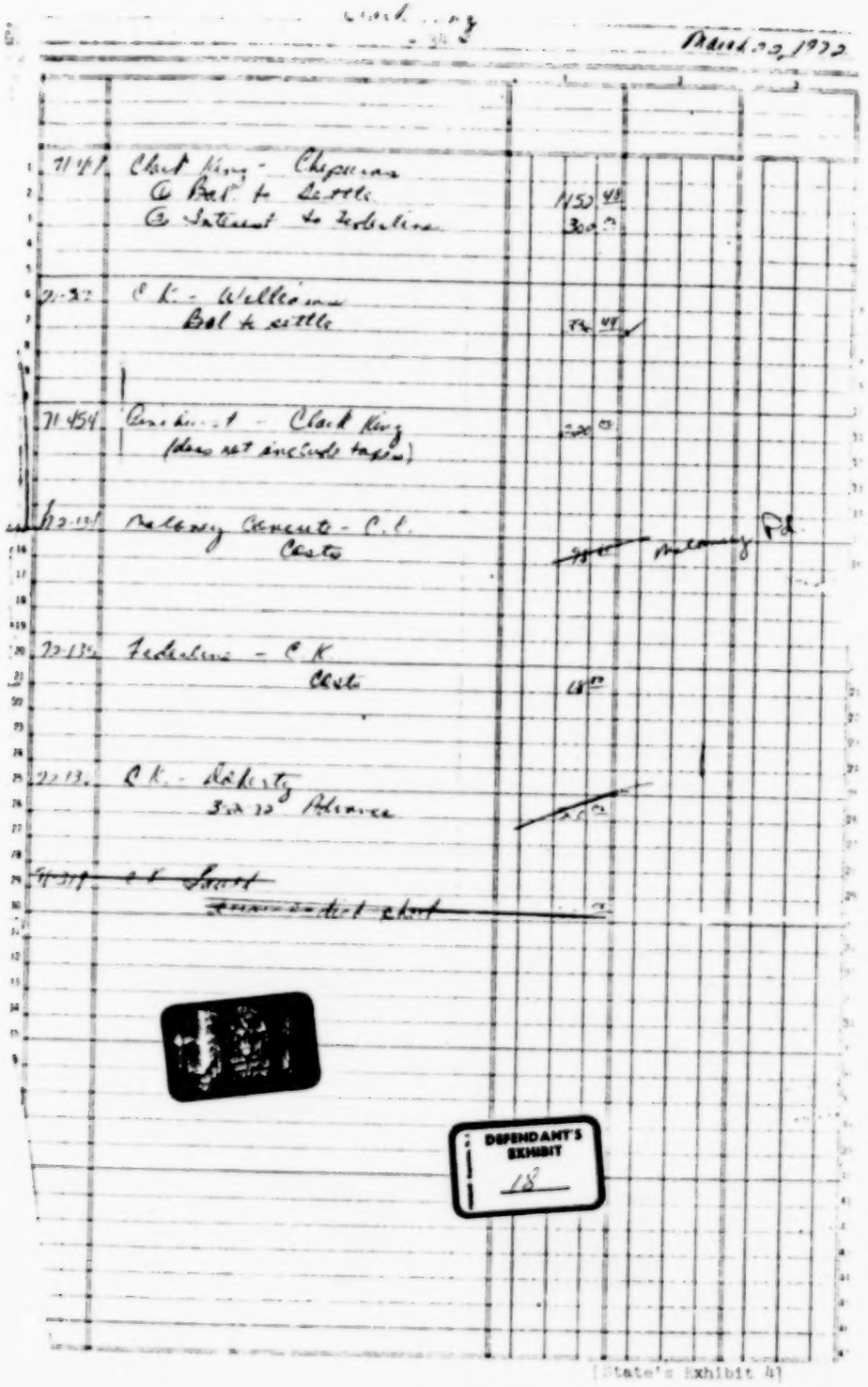
(✓) Do not desire to obtain an owners' title insurance policy

Witness:

_____ (_____) Young Continuity Co., Inc.
Date By: Andrew Young
Buyer, his Agent or Attorney

(_____) _____
Date Buyer, his Agent or Attorney

[State's Exhibit 3E]



[State's Exhibit 4]

LIBER 4210 FOLIO 847 72-165(ja)

- 35 -

CLERK'S OFFICE MONTG. CO., MD.

This Deed

1972 MAY -5 AM 11:24

Made this 27th **day of** March **, A. D. 1972 , by and between**

CLARK-KING CONSTRUCTION CO.,INC.,

party of the first part

PETER C. ANDRESEN AND WI[illegible] as Trustees,

DEFENDANT'S EXHIBIT 19

party of the second part:

Whereas, CLARK-KING[illegible]STRUCTION CO.,INC.

justly indebted unto F. O. DAY,INC. **in the full**

sum of FORTY-NINE THOUSAND AND NO/100----------**Dollars**

as evidenced by one (1) promissory note of even date herewith due and payable one (1) year after date.

The trustees hereunder are hereby authorized and directed to release from the lien hereof the hereinafter described lots upon the payment of the sum of $7,000.00 upon the principal sum due on the debt secured hereby for each lot to be released.

Prior to the execution and delivery of any partial or complete release, each trustee shall be entitled to charge and receive a fee of $10.00 plus 50¢ for Notary fees for each release. The right to charge and receive said fee shall be limited to two (2) trustees.

PART OF THIS DEED OF TRUST SECURES A PRE-EXISTING DEBT IN THE AMOUNT OF $37,000.00 UPON WHICH THE RECORDING TAX WAS PAID AT LIBER 3934, FOLIO 772. THEREFORE RECORDING TAX IS DUE ONLY ON $12,000.00.

MAY-5-72 [illegible] CLK CI.M.C. —PAYACK 52.

MAY-5-72 [illegible] CLK CI.M.C. MDT—ACK 17.

And Whereas, *the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said, party of the second part or substituted trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and all money which may be advanced as provided herein, with interest on all such costs and advances from the date her*

Now, Therefore, This Indenture Witnesseth, *that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to it in hand paid by the party of the second part, the receipt of which, before the sealing and delivery by these presents, is hereby acknowledged, has granted, and do hereby grant unto the party of the second part* all of *the following described land and premises, situate in the* County of Montgomery, State of Maryland *known and distinguished as* follows:

[illegible]

[A certified copy of this document was admitted from the land records of Montgomery County as part of State's Exhibit 36. (Tr. 290-291.)

This document was introduced as evidence of the failure to pay recording taxes and of the misrepresentation of a taxable consideration as charged in Counts 16 and 17 of the Indictment. These charges were abandoned by the State. (Pet. App. A. 35-36.)]

[State's Exhibit 10A]

Lots numbered One (1) through Seven (7) inclusive in Block numbered One (1) in the subdivision known as KENDALE, as per plat recorded in Plat Book 89 at Plat 9562, among the Land Records of Montgomery County, Maryland.

This is to certify that this instrument was prepared under my supervision, and that I am a member in good standing of the Bar of the Court of Appeals of Maryland.

Peter C. Andresen

together with all the improvements in anywise appertaining, and all the estate, right, title, interest and claim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises.

In and Upon the Trusts, Nevertheless, *hereinafter declared; that is to say:*
IN TRUST to permit said party of the first part,

its successors or assigns, to use and occupy the said described land and premises, and the rents, issues, and profits thereof, to take, have, and apply to and for its sole use and benefit, until default be made in the payment of said *promissory note hereby secured or any installment of interest thereon, when and as the same shall become due and payable, or any proper cost or expense in and about the same as hereinafter provided.*

And, *upon the full payment of all of said note and the interest thereon, and all moneys advanced or expended as herein provided, and all other proper costs, charges, commission, half-commissions and expenses, at any time before the sale hereinafter provided for to release and reconvey the said described premises unto the said* party of the first part *its successors or assigns, at* his, her, its or *their cost.*

And Upon This Further Trust, *upon any default or failure being made in the payment of* said *note or of any installment of principal or interest thereon, when and as the same shall become due and payable, or upon default being made in the payment, after demand therefor, of any money advanced as herein provided for, or of any proper cost, charge, commission, or expense in and about the same, then and at any time thereafter the said party of the second part or the trustee acting in the execution of this trust shall have the power and it shall be* their *or his duty thereafter to sell, and in case of any default of any purchaser to resell the said described land and premises at public auction, upon such terms and conditions, in such parcels, at such time and place, and after such previous public advertisement as the party of the second part or the trustee acting in the execution of this trust shall deem advantageous and proper; and to convey the same in fee simple, upon compliance with the terms of sale, to, and at the cost, of the purchaser, or purchasers thereof, who shall not be required to see to the application of the purchase money; and of the proceeds of said sale or sales: FIRSTLY, to pay all proper costs, charges, and expenses, including all*

fees and costs herein provided for, and all moneys advanced for any bond, taxes, insurance, and assessments, with interest thereon as provided herein, and all taxes, general and special, due upon said land and premises at time of sale, and to retain as compensation a commission of 5 *per centum on the amount of the said sale or sales; SECONDLY, to pay whatever may then remain unpaid of said* promissory *note, whether the same shall be due or not, and the interest thereon to date of payment, it being agreed that said note shall, upon such sale being made before the maturity of said note, be and become immediately due and payable at the election of the holder thereof; and, LASTLY, to pay the remainder of said proceeds, if any there be, to said* party of the first part *its successors or assigns, upon the delivery and surrender to the purchaser, his, her or their heirs or assigns, of possession of the premises so as aforesaid sold and conveyed, less the expense, if any, of obtaining possession.*

And, *the said* party of the first part *does hereby agree at its own cost, during all the time wherein any part of the matter hereby secured shall be unsettled or unpaid to keep the said improvements insured against loss by fire in the full* principal sum *in the name and to the satisfaction of the party of the second part, or substituted trustee, in such fire insurance company or companies as the said party of the second part may select, who shall apply whatever may be received therefrom to the payment of the matter hereby secured, whether due or not, unless the party entitled to receive shall waive the right to have the same so applied; and also to pay all taxes and assessments, both in general and special, that may be assessed against, or become due on said land and premises during the continuance of this trust and that upon any neglect or default to so insure, or to pay taxes and assessments, any party hereby secured may have said improvements insured and pay said taxes and assessments, and the expenses thereof shall be a charge hereby secured and bear interest at the rate of six per centum per annum from the time of such payment.*

And, *it is further agreed that if the said property shall be advertised for sale, as herein provided and not sold, the trustee or trustees acting shall be entitled to one-half the commission above provided, to be computed on the amount of the debt hereby secured.*

And, *the irrevocable power to appoint a substitute trustee or trustees is hereby expressly granted to the party secured hereby, its successors and assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded a deed of appointment. The party of the first part and the Trustee herein named, or that hereafter may be substituted hereunder, expressly waives notice of the exercise of this power and the giving of bond by any Trustee, as well as any requirement for application to any court for the removal, appointment or substitution of any Trustee hereunder.*

And, *the said party of the first part covenants and agrees that he will pay the indebtedness, as hereinbefore provided.*

And, *the said party of the first part covenants that it will warrant specially the land and premises hereby conveyed, and that it will execute such further assurances of said land as may requisite or necessary.*

In Testimony Whereof *the said* Clark-King Construction Co., Inc. *hath on the* 27th *day of* March *, A. D. 19* 72 *, caused these presents to be signed by* MELVIN L. CLARK *its* President *attested by* JOANNE K. CLARK *its* Secretary *and its corporate seal to be hereunto affixed, and doth hereby appoint* MELVIN L. CLARK *its true and lawful attorney in fact to acknowledge and deliver these presents as its act and deed.*

CLARK-KING CONSTRUCTION CO., INC.

By Melvin L. Clark (SEAL)
MELVIN L. CLARK, JR. President

[CORPORATE SEAL]

Attest:

Joanne K. Clark
JOANNE K. CLARK Secretary.

Signed, sealed and delivered in the presence of—

Lynne Feigler
30 LYNNE FEIGLER

LIBER 4210 FOLIO 850

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the 27th day of March , 19 72. before me, JO LYNNE PEIGLER the undersigned officer, personally appeared MELVIN L. CLARK, JR. , who acknowledged himself to be the PRESIDENT of CLARK-KING CONSTRUCTION CO., INC. a corporation, and that he, as such officer , being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

My commission expires July 1, 1974

Jo Lynne Peigler
Title of Officer JO LYNNE PEIGLER

I, JOANNE K. CLARK
CLARK-KING CONSTRUCTION CO., INC. , Secretary of

do hereby certify that the aforegoing deed of trust was executed in strict conformity with a resolution of the Board of DIRECTORS of the said CLARK-KING CONSTRUCTION CO., INC.

a corporation organized under the laws of MARYLAND passed at a duly called meeting of said corporation, held on March 27 , 19 72 .

Joanne K Clark
Joanne K. Clark Secretary.

Subscribed and sworn to before me this 27th day of March, 1972

My commission expires July 1, 1974

Jo Lynne Peigler
JO LYNNE PEIGLER, Notary Public

Corporation Deed of Trust

651

CLARK-KING CONSTRUCTION CO., INC.

TO

PETER C. ANDERSEN AND WILLIAM B. WHEELER

Trustees

Recorded for Record on the 27th day of May A.D. 1972 at 11:24 o'clock A.M. and recorded in Liber No. 4210 at Folio 847, one of the Land Records for Montg. Co., Md. and examined by

Howard M. Lamphier
Clerk

Filed by
PETER CHRISTIAN ANDERSEN
ATTORNEY AT LAW
8700 GEORGIA AVENUE
KENSINGTON, MARYLAND

STATE OF MARYLAND
COUNTY OF MONTGOMERY

On this the 27th day of March ,1972, before me, JAMES W. HAYNES , the undersigned officer, personally appeared ATLEE HITCHEN , and made oath in due form of law that he is TREASURER of the party secured by the foregoing deed of trust (the "Beneficiary"), and that the consideration recited in said deed of trust is true and bona fide as therein set forth, and in like manner affirms that he is agent for the within party secured by this deed of trust and that he had authority to make this affidavit.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

James W. Haynes
James W. Haynes, Notary Public Title of Officer

My Comm exp 7/1/74

Peter Christian Anderson

Filed 5/1/73
Peter Christian Anderson
9 Thomas

9/26/72

To T. C. Dog Co. Inc.

Regarding note secured by deed of trust on Lot 16, Block 5, Potomac Woods Subdivision, Montgomery County, Md.:

In the event said lot is sold and proceeds are insufficient to pay the balance due of $2,000.00 plus accrued interest I will pay the said $2,000.00 plus interest thereon upon assignment of the note to me.

Said lot to be sold in approximately 40 days from date.

Peter Anderson
Peter Anderson

[State's Exhibit 20A]

NAME Peter Andresen W.D.

ALIAS

D.O.B. 11/16/25 RACE White SEX Male HEIGHT 5'11" WEIGHT 170

1. FULL NAME Peter Christian Andresen DATE Nov. 6, 1972
2. ADDRESS 2916 Grantly Ave CITY Silver Spring STATE Md.
3. PLACE OF BIRTH Washington, D.C. DATE OF BIRTH 11/16/25
4. LIST SCHOOLS ATTENDED Woodrow Wilson High School
5. LIST ALL OCCUPATIONS Lawyer
6. PRESENT EMPLOYER Self ADDRESS 7910 Georgia Ave
7. PREVIOUS EMPLOYER Penfield Co. ADDRESS 7910 Georgia Ave. Silver Spring, Md.
8. NAME OF NEAREST RELATIVE Carol Andresen RELATIONSHIP Wife
9. ADDRESS OF NEAREST RELATIVE Same
10. HAIR COLOR Brown EYES COLOR Blue HEIGHT 5'10" WEIGHT 182 COMPL Light GLASSES —
11. IN EMERGENCY NOTIFY Wife
12. ADDRESS Same PHONE NUMBER 588-9[illegible]
13. PRINT ALPHABET - CAPITALS A B C D E F G H I J K L M N O P Q R S T U V W X Y Z
14. PRINT ALPHABET - SMALL LETTERS a b c d e f g h i j k l m n o p q r s t u v w x y z
15. MOTOR VEHICLE PERMIT NUMBER 234 8-538 25 SOCIAL SECURITY NUMBER 538-46-2582
16. WRITE—DO NOT PRINT THE FOLLOWING MATERIAL ARE YOU RIGHT OR LEFT HANDED Right
17. MR. JOHN B. CASH Mr. John B. Cash MRS. DORIS E. FRANK Mrs. Doris E. Frank
18. DR. GEORGE H. ARTHUR Dr. George H. Arthur LEWIS KING, INC. Lewis King Inc

Peter Andresen
Joanne Ziegler
Carol Sisson
Joni Hall
John Swain
William Matthews
Robert Sampson

D. Young file

Peter Andresen

He will go with me to sign to get this file. To do so

[Only one of the four known handwriting samples is reproduced herein. None of the known handwriting samples were seized. (Tr. 470.)]

[State's Exhibit 20B]

STATE'S ATTORNEY FOR MONTGOMERY COUNTY
ANDREW L. SONNER
STATE'S ATTORNEY FOR PRINCE GEORGE'S COUNTY
ARTHUR A. MARSHALL, JR.

Bi-County Major Frauds Unit
State's Attorney for Montgomery County
State's Attorney for Prince George's County
Suite 309
8641 Colesville Road
Silver Spring, Maryland 20910

(301) 589-0160

DIRECTOR AND ASSISTANT STATE'S ATTORNEY
JEFFREY RUSSELL WERNER

[redacted]

This unit requests assistance from your questioned documents section in reference to the attached documents. We are trying to ascertain if Peter C. Andresen's handwriting or handprinting appears on the documents in question.

Document #1	Handwriting card with known exemplars of Peter C. Andresen's handwriting.
Documents # 2,3,64	Yellow legal paper with known exemplars of Peter C. Andresen's handwriting

Following are all questioned Documents

The following documents taken from a file labeled Antonelli to Mount Vernon to Young Contracting Co. 72-242.

Document #5	All handwriting and handprinting
Document #6	Handprinting
Document #7	All handwriting and handprinting
Document #8	All handwriting and handprinting
Document #9	All handwriting and handprinting
Document #10	All handwriting and handprinting
Document #11	All handwriting and handprinting

[This document was not seized from petitioner's law office, but rather is a request for handwriting analysis from the Bi-County Frauds Unit. (Tr. 470.)]

[State's Exhibit 20C]

Document #12 All handwriting and handprinting

Document #13 Signature

Document #14 Initials

Document #15 All handwriting and handprinting

The following items taken from a file labeled Clark-King to Antonelli 69-351 13(T).

Document #16 All handwriting and handprinting

Document #17 Handwriting and Initials

Document #18 All handwriting and printing

Document #19 All handwriting and printing

Document #20 All handwriting and printing

Document #21 Handwriting and Initials

Document #22 (Cliped to inside of file) - Handwriting and printing on both sides.

Document #23 All handwriting and printing

The following documents taken from the file labeled Clark-King to Holtzclaw 70-307 7(T) P.W.

Document #24 All handwriting and handprinting

Document #25 All handwriting and handprinting

Document #26 All handwriting and handprinting

Document #27 All handwriting and handprinting

Document #28 Handwriting and initials

The following documents taken from file labeled State National Bank (N.B.) to Clark-King 69-128, 11, 12, 13 (S)

Document #29 All handwriting and printing

Document #30 All handwriting and printing

Document #31 All handwriting and printing

Document #32 All handwriting and printing

Document #33 All handwriting

The following documents taken from file labeled Clark-King to Chepuras (2) (11) HCA PK 71-409

Document #34 All handwriting and handprinting

Document #35 All handwriting and handprinting

Document #36 All handwriting and handprinting

Document #37 All handwriting and handprinting

The following documents taken from file labeled Pinehurst to Clark-King 71-454

Document #38 The 3rd sheet marked attorney's final report (all writing and printing)

The 4th sheet yellow in color (signature and writing)

Document #39 (Found on outside of file) all printing and handwriting

Document #40 (found on outside of file) printing and handwriting

The following documents taken from file labeled Pinehurst to Clark-King 70-129

Document #41 Initials

Document #42 Initials

Document #43 Printing and writing

Document #44 Printing and writing

Document #45 Yellow legal paper with known exemplars of Peter C. Andresen's handwriting

(#5)

Defendant's Exhibit

June 16 1937

Liberia Development Corp.

Dollars ($ 1.00)

Dollars ($ 7.00)

Dollars ($ 7.00)

Dollars ($ 5.00)

Dollars ($ 1.00)

Dollars ($ 1.00)

Dollars ($ 1

(#7)

Closes Standard Low
settle Tuesday at 4:30 p.m.
7/18

Case No. 72-24x

Name of Maker: ~~SECOND TRUST~~ Young Contracting Co., Inc.

Name of Lender: [illegible]

"Bearer" Paper: Yes___ No X

Address: Executive Blvd., Rockville, Md.

Legal: Lot 13, Blk T, Sec. 10 PW County Mont

Note

Gross: 5,000.00

Net: same

~~Quarterly~~ Payments: Interest Only

Term: 1 year

Interest Rate: 8%

Interest Rate Agreement Yes___ No—

Federal Forms Yes___ No—

Recision Notice Yes___ No—

Maryland Forms Yes___ No—

Taker: PC&T LTH, Trustee

Remarks:

James
Subordinate to one bona fide construction loan
Release clause 10%

Delivered to J.S. James

(#8) 1-3

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
5706 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C ANDRESEN
OF COUNSEL
WILLIAM H MATTHEWS

WASHINGTON OFFICE
SUITE 202
7053 GEORGIA AVENUE N W
WASHINGTON D C 20012

SETTLEMENT STATEMENT FOR Mortgagor

Property: Lot 13, Block T, Sec. 10 Potomac Woods Date July 7, 1972

Standard Savings and Loan Assn. T&T:

Young Contracting Co., Inc. Case No 72-24x (c)

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record where examination is made. Responsibility is not assumed for the [illegible] of settlement are contingent upon ... ment of funds not at such time ... [illegible] ... and settlement and the payment of proceeds and disbursements ... [illegible] ... to re... [illegible] ... of title insurance company and may involve a portion of said premium as its commission.

	DEBIT	CREDIT
Construction loan - future advance Purchase Price or Loan Proceeds	$	$
Deposit		
Broker Commission		
– First Mortgage or Trust		
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (and F.F.B.C.) Tax at $.		
Adjust Town/Land Tax at $.		
Adjust Rent at $.		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service		
Loan Commission and Discount		
Inspection/Conveyancing Fee Standard	50.00 ✓	
Appraisal/Assumption Fee Standard	50.00 ✓	
Credit Report		
Release/Trustee Fee		
Notary Public Fee Standard	.50 ✓	
Survey Conveyancing – A.D. Family Co.	50.00 ✓	
Recording [illegible] Mtg. or Trust $ 12—	18.00	
Release $. ; $.		
Prepare: Deed $. ; Mtg. or Trust $.		
Release $. ; $.		
State Recording Tax Stamps	228.50 ✓	
State Transfer Tax		
County Transfer Tax	145.00 ✓	
Title Insurance & Application, Mortgagee [illegible]		
Examine Title		
Title Certificate		
Deposit in Escrow for lender:		
Insurance Months		
Taxes Months	1,260.30 ✓	
Mont. Co. Taxes – Standard – 2%	307.50 ✓	
Montgomery Co. Taxes – Standard – 1½%		
	50.00 ✓	
Settlement Charge		4,239.50 ✓
Balance Due From Buyers by Check		
Balance Due To Sellers or Mortgagors		
TOTALS	$ 2,239.50	$ 2,239.50

CERTIFIED TRUE COPY

Approved as Copy hereof received.
Young Contracting Co., Inc.

T12

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C. ANDRESEN
GEORGE FRANCIS PASTON
—
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 302
1901 GEORGIA AVE., N.W.
WASHINGTON, D.C. 20001

SETTLEMENT STATEMENT FOR Lewis

Property: Mt. Vernon TO: July 17, 197

Young Contracting Co., Inc.

Case No. 72-2471

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matters not of record upon which information is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are charged or credited upon assignment of funds not at such time available. Said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds		$ 12,000.00 ✓
Deposit		
Broker Commission		
– First Mortgage or Trust — Liber Bank	5,000.00	
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (and F.C.D.C.) Tax at $ 136.10	5.92 ✓	
Adjust Town/Land (and F.C.D.C.) Tax at $ 135.88	6.08	
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service		
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report/Truth in Lending		
Release/Trustee Fee		
Notary Public Fee		
Survey		
Recording & Service: Deed $; Mtg. or Trust $		
Release $; $		
Prepare: Deed $; Mtg. or Trust $		
Release $; $		
State Recording Tax Stamps		
State Transfer Tax		
County Transfer Tax		
Title Insurance & Application, Mortgagee & Owners		
Examine Title		
Title Certificate		
Deposit in Escrow for lender:		
Insurance ... Months		
Taxes ... Months		
Principle of loan and late charge to Chevy Chase Bank		3,000.12
Settlement Charge		
Balance Due From Buyers by Check		
Balance Due To Sellers or Mortgagors	4,991.20	
TOTALS	$ 5,000.12	$ 5,000.12

Approved and Copy hereof received:
Mt. Vernon Abstract Co.

4

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C. ANDRESEN
GEORGE FRANCIS PASTON
—
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 302
1901 GEORGIA AVE., N.W.
WASHINGTON, D.C. 20001

T12

SETTLEMENT STATEMENT FOR Berger

Property: Mt Vernon TO:

Young

Case No. 72-2471C

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matters not of record upon which information is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are charged or credited upon assignment of funds not at such time available. Said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$ 12,000.00 ✓	
Deposit		
Broker Commission		
– First Mortgage or Trust — Liber Bank		5,000.00 ✓
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		✓
Adjust State & County (and F.C.D.C.) Tax at $ 136.10		5.92 ✓
Adjust Town/Land (and F.C.D.C.) Tax at $ 135.88		6.08
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )	✓	
Tax Certification & Service	2.50	
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report/Truth in Lending		
Release/Trustee Fee		
Notary Public Fee		✓
Survey		
Recording & Service: Deed $ 18.00 ; Mtg. or Trust $ 18.00	32.00	
Release $; $		
Prepare: Deed $; Mtg. or Trust $		✓
Release $; $		
State Recording Tax Stamps	52.80	✓
State Transfer Tax	60.00	✓
County Transfer Tax	120.00	
Title Insurance & Application, Mortgagee & Owners		
Examine Title		
Title Certificate		
Deposit in Escrow for lender:		
Insurance ... Months		
Taxes ... Months		
		✓
Settlement Charge	50.00	
Balance Due From Buyers by Check		7,305.12
Balance Due To Sellers or Mortgagors		
TOTALS	$ 12,305.12	$ 12,305.12

CERTIFIED TRUE COPY

Approved and Copy hereof received:
Chevy Chase Co.

#11 IT2

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C. ANDRESEN
GEORGE FRANCIS PAX
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 304
7903 GEORGIA AVE., N.W.
WASHINGTON, D.C. 20012

SETTLEMENT STATEMENT FOR Seller

Property: _____ Date: July 17 1972

Antonelli to
W.T. Vernon

Case No. 72-24 (A)

Settlement is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record unless exception is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are contingent upon assignment of funds not at that time available, said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$	$ 16,250.00
Deposit		
Broker Commission		
– First Mortgage or Trust		
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (~~and FFA~~) Tax at $ 136.19	5.92	
Adjust Town (and FFA) Tax at $ 138.88	6.04	
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service		
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report/Truth in Lending		
Release/Trustee Fee		
Notary Public Fee		
Survey		
Recording & Service: Deed $; Mtg. or Trust $		
Release $; $		
Prepare: Deed $; Mtg. or Trust $		
Release $; $		
State Recording Tax Stamps		
State Transfer Tax		
County Transfer Tax		
Title Insurance & Application, Mortgagee & Owners		
Examine Title		
Title Certificate		
Deposit in Escrow for lender:		
Insurance ... Months		
Taxes ... Months		
Settlement Charge	35.00	
Balance Due From Buyers by Check	6,733.05	
Balance Due To Sellers or Mortgagors		
TOTALS	$ 16,250.00	$ 16,250.00

CERTIFIED TRUE COPY

Approved and Copy hereof received:

_____

_____

#12 IT2

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3366

PETER C. ANDRESEN
GEORGE FRANCIS PAX
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 304
7903 GEORGIA AVE., N.W.
WASHINGTON, D.C. 20012

SETTLEMENT STATEMENT FOR Buyer

Property: Lot 13, Block T, Sec. 10, Potomac Woods Date: July 17 1972

Frederick Antonelli & Rosa Caniglia to

W.T. Vernon Development Corp. or assigns Case No. 72-24 (A)

Settlement is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record unless exception is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are contingent upon assignment of funds not at that time available, said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$ 16,250.00	$
Deposit		
Broker Commission		
– First Mortgage or Trust		
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (~~and FFA~~) Tax at $ 136.19		5.92
Adjust Town (and FFA) Tax at $ 138.88		6.04
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service		
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report/Truth in Lending		
Release/Trustee Fee		
Notary Public Fee		
Survey		
Recording & Service: Deed $; Mtg. or Trust $		
Release $; $		
Prepare: Deed $; Mtg. or Trust $		
Release $; $		
State Recording Tax Stamps		
State Transfer Tax		
County Transfer Tax		
Title Insurance & Application, Mortgagee & Owners		
Examine Title		
Title Certificate		
Deposit in Escrow for lender:		
Insurance ... Months		
Taxes ... Months		
Settlement Charge		
Balance Due From Buyers by Check		
Balance Due To Sellers or Mortgagors		
TOTALS	$	$

CERTIFIED TRUE COPY

Approved and Copy hereof received:

_____

TITLE INSURANCE COMPANY OF MINNESOTA
APPROVED ATTORNEYS REPORT OF TITLE

#13

72-242 Case No.

Young Contracting Co., Inc. Purchaser or Owner

ATTORNEY'S FINAL REPORT

I have continued my examination of this title from the date of my foregoing report, to the date certified below, as of which date the status of title is as follows:

Fee Simple Title Vested In
Young Contracting Co., Inc.

(Tenancy)

Subject only to the items in my previous report numbered

2 after 6/30/72, 4 a,b&c, 5,6,7,8.

And subject to the instrument which is the subject matter of the binder from
Young Contracting Co., Inc. ,to
Allan Lang, Marvin R. Lang & Richard G. Cohan , Tr. for
Standard Savings & Loan Assn. of Gaithersburg securing
$ 52,000.00 .

7/18/72
Dated

7/19/72 at 10:11 A.M.
Recording Date

Instrument No.

Deed Book Page

Montgomery
County

Remarks:

Constuction loan, no ground advanc
insure proceeds only as advanced.

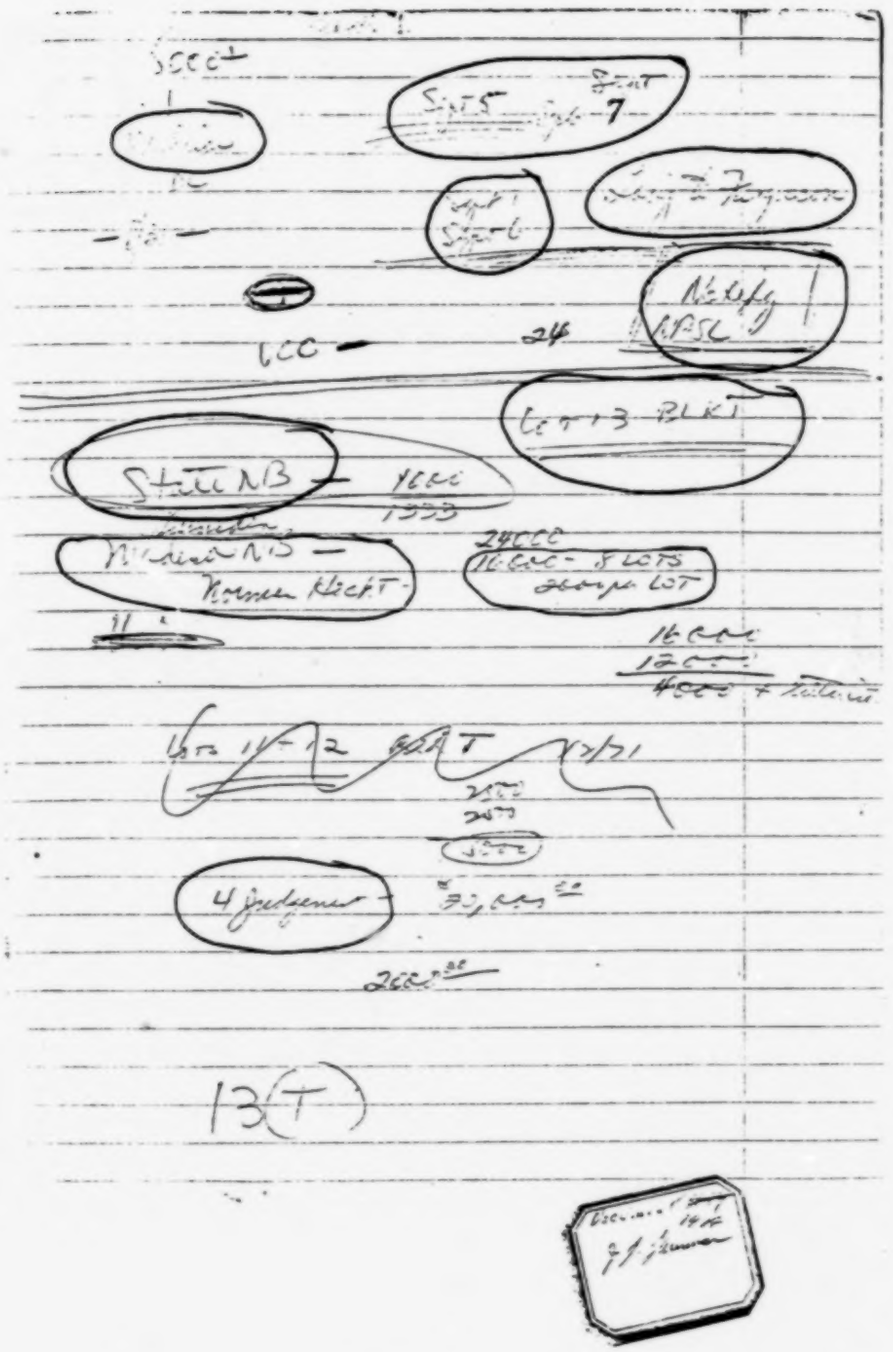
Nothing has come to the undersigned's attention affecting security instrument as a valid first lien upon the aforesaid property and (a) so far as known to the undersigned, there is no dispute among attorneys of the local bar as to the validity of the title to the real estate covered by this report, and (b) the title is in no way dependent upon the validity of the sale of the property for delinquent taxes or assessments.

July 19 , 19 72 , at 10:11 A.M.
Date Certified To

Peter C. Andresen
Attorney.

BY:
Member of firm

(19A)



(14B)

TITLE INSURANCE COMPANY OF MINNESOTA
APPROVED ATTORNEYS REPORT OF TITLE

72-242 Case No.

Young Contracting Co., Inc. Purchaser or Owner

ATTORNEY'S FINAL REPORT

I have continued my examination of this title from the date of my foregoing report, to the date certified below, as of which date the status of title is as follows:

Fee Simple Title Vested In
Young Contracting Co., Inc.

(Tenancy)

Subject only to the items in my previous report numbered

2 after 6/30/72, ~~3~~ 4 a,b&c, 5, 6, 7, 8.

And subject to the instrument ~~UNRECORDED~~

Young Consacting Co., Inc. ,to
Peter C. Andresen & Lori J. Hall , Tr. for
Mt. Vernon Development Corp. securing
$ 5,000.00 .

7/17/72
Dated

7/19/72 at 10:12 A.M.
Recording Date

Instrument No.

Deed Book Page

Montgomery
County

Remarks:
Owners policy for deed from Raffalle Antonelli & Rocco Caniglia to new owner dtd 6/24/72, rec 7/19/72 at 10:10 A.M. Cons: $12,000.00 (only)

(Construction loan also recorded but insured under binder, policy to be issued after funds advanced.)

Nothing has come to the undersigned's attention affecting security instrument as a valid first lien upon the aforesaid property and (a) so far as known to the undersigned, there is no dispute among attorneys of the local bar as to the validity of the title to the real estate covered by this report, and (b) the title is in no way dependent upon the validity of the sale of the property for delinquent taxes or assessments.

July 19, 19 72, at 10:15 A.M.
Date Certified To

Peter C. Andresen
Attorney

BY:
Member of firm

Profit - 1

Case # 72-

Date	To Whom or From Whom	Ck	Escrow #2 Incoming	Outgoing	Future
	Buyers ck.				
	Lenders ck.				
	Selling Brokers ck. (Deposit over commission)				
	Selling Brokers Commission				
	Listing Brokers Commission				
	Seller				
	1st Trust				
	2nd Trust				
	State Stamps & Recording fee				
	Trans. Tax				
	Federal Stamp - Postmaster				
	Taxes				
	City Taxes				
	Water bill				
	MLS fee				
	Title Insurance				
	Fire Insurance				
	Survey				
	Termite Inspection				
	Trustee Release fee				

(#16)

Concert - 016-7000

2 checks for Clark-King

Filed Settlers Title division Closing Notice

Raffaele Antonelli & Rocco Caniglia J/T

10,500.00 13 (T)

1,000.00 St Nat.

Lumaden 1333.00

(#17)

TITLE INSURANCE COMPANY OF MINNESOTA
APPROVED ATTORNEYS REPORT OF TITLE

File No. _____

TO: THE TITLE INSURANCE COMPANY OF MINNESOTA

The undersigned hereby certifies title to property located in the ~~City of~~ _____, County of Montgomery, State of Maryland, described as follows (Attach copy if description is lengthy)

SCHEDULE A

Lot numbered Thirteen (13) in Block lettered "T", in the subdivision known as " POTOMAC WOODS, Section Ten (10)", as per plat recorded at Plat Book 83, Plat 8373, among the Land Records of Montgomery County, Maryland.

is marketable and vested in fee simple as of the date hereof in Clark-King Construction Company, Inc.

under Deed from Alire, Inc.

dated 12/18/64 and recorded 2/3/65 in Book 3322 Page 73

of the records of Montgomery County, Maryland

SUBJECT TO:

1. Mortgages (Deeds of Trust) None

Document # 17

2. City, County, and State Taxes, Special Assessments.
State and County taxes paid thru 6/30/70
WSSC FFBC taxes paid thru 12/31/69

3. Judgments, if any.
None

4. Easements, recorded leases, other liens, objections and defects as follows (if set forth in restrictive covenants, refer to paragraph no.)

SCHEDULE B

a. Rights of way to Chesapeake and Potomac Telephone Company in usual form recorded at Liber 206, folio 51 and Liber 246, folio 120.
b. Easement granted to Pepco and Chesapeake and Potomac Telephone Company recorded at Liber 3411, folio 271.
c. Temporary slope easement as shown on record plat.

10/7/65 10/8/65 3420 211

5. Covenants or restriction (attach copy). DATED RECORDED IN Book Page
Restrictions, if any, do not contain a forfeiture provision and have not been violated.

6. Building set back lines as noted on plat recorded (if set forth in restrictive covenants, refer to paragraph number) Minimum Building Restriction lines per dedication. ~~Under restriction lines have not been violated, and this policy insures against violation thereof will not cause a forfeiture or reversion of title~~

7. Matters of survey (if survey furnished, are there any errors or discrepancies? None

8. Mechanics' and materialmen's liens: if filing period has expired, so state, otherwise waivers must be submitted to remove this exception. ~~Lien rights to be terminated.~~ Waiver Rec'd

9. Rights and claims of parties, other than owners, in possession, if any. None

The undersigned hereby certifies the above is based on a personal examination of all public records affecting title for a period of 60 years, and to his knowledge there is no dispute as to the validity thereof.

This is a sale to Raffaele Antonelli and Rocco Caniglia, as joint tenants

This is a refinance only ☐

Binder requested ☐ Yes ☐ No

The undersigned applies for the following policies, insuring as Lender, Amount of Loan $ ~~10,000.00~~

as Purchaser, Amount of Sale $ _____

The sale and/or loan will be Settled at the office of Peter B. Andersen, 3200 Devon, Wheaton, Maryland, Washington, D.C. 20902

Dated: 10 [illegible] 65 at 2:00 P.

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3388

WASHINGTON OFFICE
SUITE 202
[illegible] AVENUE N. W.
WASHINGTON, D. C. 20014

SETTLEMENT STATEMENT FOR Buyer

Property: Lot 13, Block T, Sec. 10, Potomac Woods — Date: October 1, 1969

Clark-King Construction Co., Inc. — TO:

Raffaele Antonelli and Rocco Coiglia, Joint tenants

Case No. 69-351

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record where examination is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are contingent upon assignment of funds not at such time available, said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$ 10,000.00	$
Deposit Credits given by Seller		10,000.00
Broker Commission		
– First Mortgage or Trust		
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (and F.F.B.C.) Tax at $65.40	41	
Adjust Town/Land Tax at $ 01.95	70.51	
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service	6.50	
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report		
Release/Trustee Fee		
Notary Public Fee	1.00	
Survey		
Recording & Service: Deed $14.00; Mtg. or Trust $	14.00	
Release $; $		
Prepare: Deed $15.00; Mtg. or Trust $	15.00	
Release $; $		
State Recording Tax Stamps	33.00	
~~Internal Revenue Tax Stamps~~ State Trans. Tax	50.00	
Transfer Tax (County)	100.00	
Title Insurance & Application, Mortgagee & Owners	45.00	
Examine Title	100.00	
Title Certificate		
Deposit to Escrow for lender:		
Insurance ... Months		
Taxes ... Months		
[illegible]		
[illegible]		
[illegible]		
Service Charge		
Settlement Charge	15.00	
Balance Due From Buyers by Check		[illegible]
Balance Due To Sellers or Mortgagors		
TOTALS	$ [illegible]	$ [illegible]

CERTIFIED TRUE COPY

Approved and Copy hereof received:

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3388

WASHINGTON OFFICE
SUITE 202
[illegible] AVENUE N. W.
WASHINGTON, D. C. 20014

SETTLEMENT STATEMENT FOR [illegible]

Property: Lot 13, Block T, Sec. 10, Potomac Woods — Date: October 1, 1969

Clark-King Construction Co., Inc. — TO:

Raffaele Antonelli and Rocco Coiglia, JTT

Case No. 69-351

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record where examination is made. Responsibility is not assumed for any monies due or payable, which at time of settlement are contingent upon assignment of funds not at such time available, said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$ 10,000.00	$
Deposit Credits given by Seller		10,000.00
Broker Commission		
– First Mortgage or Trust		
Interest Adjustment		
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (and F.F.B.C.) Tax at $65.40		
Adjust Town/Land Tax at $		
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service	6.15	
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report		
Release/Trustee Fee		
Notary Public Fee	1.00	
Survey		
Recording & Service: Deed $14.00; Mtg. or Trust $	14.00	
Release $; $		
Prepare: Deed $15.00; Mtg. or Trust $	15.00	
Release $; $		
State Recording Tax Stamps	33.00	
~~Internal Revenue Tax Stamps~~ State Trans. Tax	50.00	
Transfer Tax (County)	100.00	
Title Insurance & Application, Mortgagee & Owners		
Examine Title		
Title Certificate		
Deposit to Escrow for lender:		
Insurance ... Months		
Taxes ... Months		
[illegible]		
[illegible]		
[illegible]		
Service Charge	.35	
Settlement Charge	35.00	
Balance Due From Buyers by Check		239.50
Balance Due To Sellers or Mortgagors		
TOTALS	$ 10,239.50	$ 10,239.50

CERTIFIED TRUE COPY

Approved and Copy hereof received:

141 (#19)

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3388

PETER C. ANDRESEN
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 202
7401 GEORGIA AVENUE, N. W.
WASHINGTON, D. C. 20012

SETTLEMENT STATEMENT FOR Title

Property: _____ Date _____

No liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record when examination is made. Responsibility is not assumed for any moneys due or payable, which at time of settlement are contingent upon arrangement of funds not at such time available, said settlement and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This form acts as agent for the title insurance company and may receive a portion of said premium as its commission.

Case No. 69-351

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$	$ 10,000 00
Deposit		
Broker Commission	10,000 00	
– First Mortgage or Trust		
Interest Adjustment	4,333 00	
– Second Mortgage or Trust		
Interest Adjustment	12 55 00	
Adjust State & County (and D.C.) Tax at $65.40		
Adjust Town/Land Tax at $. 111.28		41 21
Adjust Rent at $.		72 51
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( )		
Tax Certification & Service		
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report		
Release/Trustee Fee		
Notary Public Fee	42 00	
Survey		
Recording & Service: Deed $. ; Mtg. or Trust $.		
Release $. ; $.		
Prepare: Deed $. ; Mtg. or Trust $.	50 00	
Release $. ; $.		
State Recording Tax Stamps		
Internal Revenue Tax Stamps		
Transfer Tax		
Title Insurance & Application, Mortgagee & Owners		
Examine Title		
Title Certificate		
Deposit in Escrow for lender:		
Insurance .... Months		
Taxes .... Months		
Settlement Charge	50 00	
Balance Due From Buyers by Check		
Balance Due To Sellers or Mortgagors		2,995 28
TOTALS	$ 12,445 55	$ 12,445 55

CERTIFIED TRUE COPY

Approved and Copy hereof received:

_____

_____

(#21)

TITLE INSURANCE COMPANY OF MINNESOTA
APPROVED ATTORNEY'S REPORT OF TITLE

69-351 Case No.

Raffaele Antonelli and Rocco Caniglia Purchaser or Owner, as joint tenants

ATTORNEY'S FINAL REPORT

I have continued my examination of this title from the date of my foregoing report, to the date certified below, as of which date the status of title is as follows:

Fee Simple Title Vested In
Raffaele Antonelli and Rocco Caniglia
joint tenants (Tenancy)

Subject only to the items in my previous report numbered

2 after 6/30/70, 4, 5, 6 & 7

And subject to the instrument which is the subject matter of the binder from _____, to _____. Tr. for _____ securing $ _____.

Dated _____

Recording Date _____

Instrument No. _____

Deed Book _____ Page _____

County _____

Remarks: Issue Owner's policy for $10,000.00, Deed dated 10/31/69, rec. 11/28/69 at 11:50 A.M. from Clark-King Construction Company, Inc. to Raffaele Antonelli and Rocco Caniglia.

mail to

see endorsement

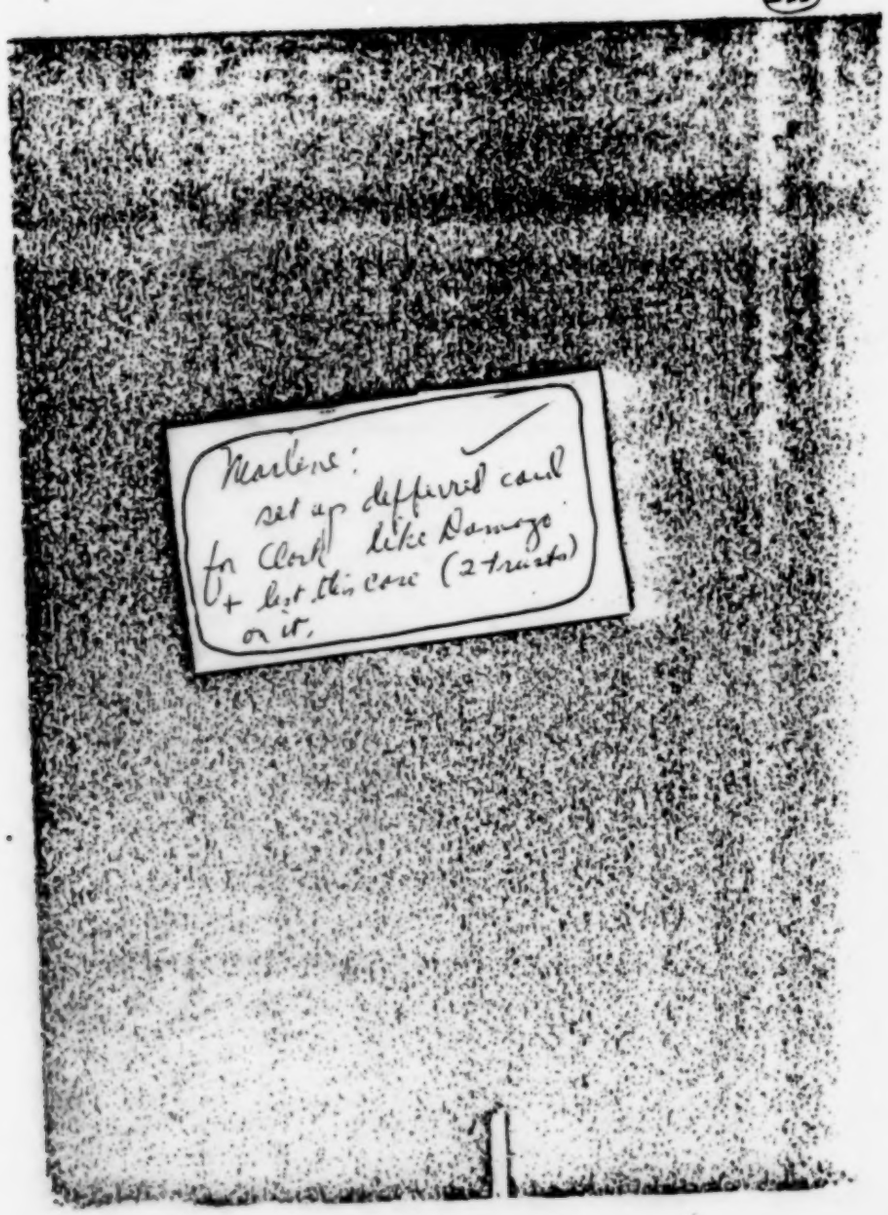
Nothing has come to the undersigned's attention affecting security instrument as a valid first lien upon the aforesaid property and (a) so far as known to the undersigned, there is no dispute among attorneys of the local bar as to the validity of the title to the real estate covered by this report, and (b) the title is in no way dependent upon the validity of the sale of the property for delinquent taxes or assessments.

November 28, 19 69, at 11:50 A. M.
Date Certified To

Peter C. Andresen
Attorney

BY: _____
Member of Firm

(#33)



Profit - 8

CLARK KING Re ANTONELLI Case # 69-151

Date	To Whom or From Whom	Ck #	Escrow #2 Incoming	Outgoing	Future
11/24/69	Buyers ck. (Couples 2 Checks)		511.22		
	Lenders ck.				
	Selling Brokers ck. (Deposit over commission)				
	Selling Brokers Commission				
	Listing Brokers Commission				
	Seller				
	1st Trust				
	2nd Trust				
11/26/69	State Stamps & Recording fee	4611		5.50	
11/26/69	Trans. Tax	4612		1.10	
	Federal Stamp - Postmaster				
	Taxes				
	City Taxes				
	Water bill				
	MLS fee				
12/6/69	Title Insurance	4614		26.25	
	Fire Insurance				
	Survey				
	Termite Inspection				
12/8/69	Trustee Reconv fee	✓	233.36		

Mar Cashier

#24

Plaintiff's Memorandum
Page 1 of 2
T.T.

Document #24
T. Thomas

#25 1-3

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3700 DECATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3388

OF COUNSEL
WILLIAM W MATTHEWS

WASHINGTON OFFICE
SUITE 303
7903 GEORGIA AVENUE, N W

SETTLEMENT STATEMENT FOR Berger

Property: Lot 7, Block T, Sec. 10 Potomac Woods Date July 9, 1970
Clark-Kiss Construction Company, Inc. 70:
Robert C. Holtzclaw et ux to Janet Lynn Holtzclaw Case # 70-307

Marketability is assumed by the law firm for the accuracy of any information furnished by others and no statement of record shall be construed as a representation. Responsibility is not assumed for any monies sent or papers delivered at time of settlement and contingent upon collection of funds not at such time available. Recordation of the deed and the payment of proceeds and disbursements hereunder are subject to receipt of such assignments.
This form acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT	CREDIT
Purchase Price or Loan Proceeds	$ 48,660.00	$
Deposit		2,250.00
Broker Commission		
– First Mortgage or Trust Enterprise		38,000.00
Interest Adjustment 7/31 20 9. 2 wks 20	8.21	
– Second Mortgage or Trust		
Interest Adjustment		
Adjust State & County (and F.P.D.C.) Tax at $ 44.88		1.12
Adjust Town (and F.P.D.C.) Tax at $ 10.7.70		2.32
Adjust Rent at $		
Deposit For Payment Water Bill		
Fire Insurance: Premium ( ) Adjustment ( ) furnished		
Tax Certification & Service	6.50	
Loan Commission and Discount		
Inspection/Conveyancing Fee		
Appraisal/Assumption Fee		
Credit Report		
Release/Trustee Fee		
Notary Public Fee	4.00	
Survey	60.00	
Recording & Service: Deed $ 4.00; Mtg. or Trust $ 20.50	34.50	
Release $; $		
Prepare: Deed $ 25.00; Mtg. or Trust $	25.00	
Release $; $		
State Recording Tax Stamps	158.40	
State Transfer Tax	240.00	
County Transfer Tax	480.00	
Title Insurance & Application, Mortgagee $	110.00	
Examine Title	220.00	
Title Certificate		
Deposit in Escrow for Lender:		
Insurance .... Months		
Taxes 11 Months Estimated	1,056.00	
NOTING Enterprise Conveyance	30.00	
Settlement Charge	55.00	
Balance Due From Buyers by Check		7,834.17
Balance Due To Sellers or Mortgagors		
TOTALS	$ 50,417.61	$ 50,417.61

CERTIFIED TRUE COPY

Approved and Copy hereof received

PETER CHRISTIAN ANDRESEN
ATTORNEY AT LAW
3706 BEGATUR AVENUE
KENSINGTON, MARYLAND 20795
933-3388

PETER C. ANDRESEN
OF COUNSEL
WILLIAM H. MATTHEWS

WASHINGTON OFFICE
SUITE 202
8403 GEORGIA AVENUE N. W.
WASHINGTON D. C. 20012

SETTLEMENT STATEMENT FOR Sellers

Property: _____ Date _____

Case No. 70-307

Liability is assumed by the law firm for the accuracy of any information furnished by others or for any matter not of record which affects title except as specifically set forth herein. Responsibility is not assumed for any monies due or payable, which at time of settlement are unknown, and which may be the subject of claims not at such time available, said settlement and the payment of proceeds and disbursements hereunder are subject to recovery of such assignments.
This firm acts as agent for the title insurance company and may receive a portion of said premium as its commission.

	DEBIT		CREDIT	
Purchase Price or Loan Proceeds	$		$ 40000	00
Deposit Held by Seller	4450	00		
Broker Commission Grants Wade Realty	2,000	00		
– First Mortgage or Trust Enterprise	35,000	00		
Interest Adjustment To date	240	12		
– Second Mortgage or Trust State of MD	1,000	00		
Interest Adjustment 2nd Trust Lenders	1,333	00		
Adjust State & County (and P.F.B.C.) Tax at $ [illegible]	1	12		
Adjust Town/Land Tax at $ 197.70 (Land)	2	32		
Adjust Rent at $				
Deposit For Payment Water Bill				
Fire Insurance: Premium ( ) Adjustment ( ) Owner				
Tax Certification & Service				
Loan Commission and Discount				
Inspection/Conveyancing Fee				
Appraisal/Assumption Fee				
Credit Report				
Release/Trustee Fee	90.	00		
Notary Public Fee				
Survey			45.	00
Recording & Service: Deed $; Mtg. or Trust $				
(d) Release $; $	70.	00		
Prepare: Deed $; Mtg. or Trust $				
Release $; $				
State Recording Tax Stamps				
State Transfer Tax				
County Transfer Tax				
Title Insurance & Applic. Mortgage & Owners				
Conveyance Ch. Trust; F.B.C. Corp.	2,000.	00		
Title Insurance Ch. Trust; Peterson	2,000.	00		
Depreciation Escrow Clifton Realty			55.	19
Insurance Month				
Mortgage Loan George Mason Fed.	1,000.	00 ✓		
Assignment of Interest Lenders	1,500.	00		
Settlement CHARGE	50.	00		
Balance Due From Buyers or Check				
Balance Due To Sellers or Mortgagors			2,645.	87
TOTALS	$ 52,746.	06	$ 52,746.	06

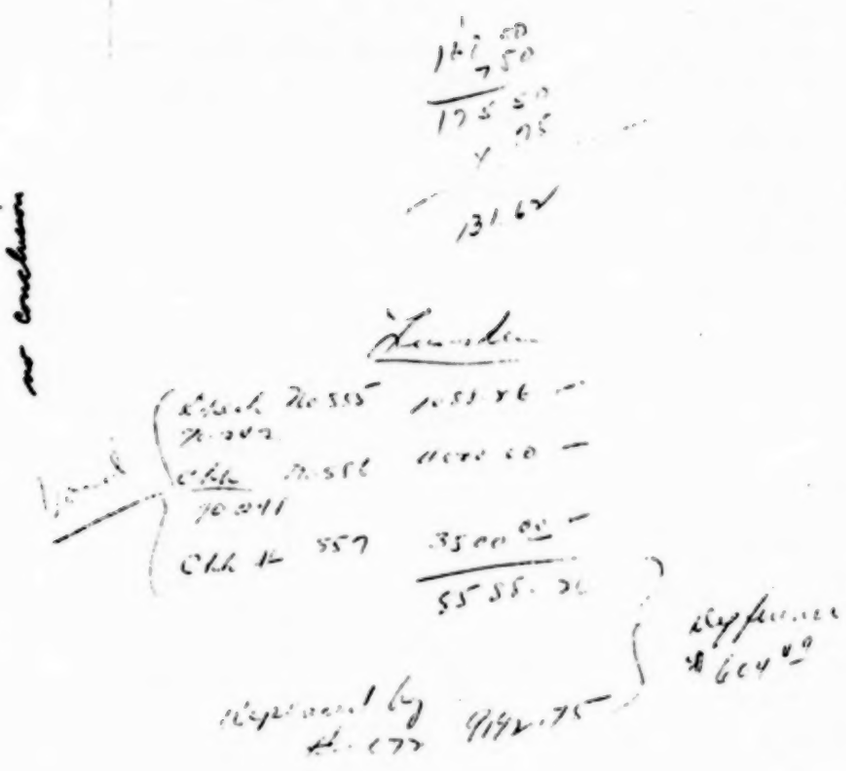
ASSIGNMENT OF TITLE OF POLICY

Approved and Copy hereof received.

Clark Key Re Hallgeiant Case 0 70-307

Date	To Whom or From Whom	Ch. #	Escrow Of Incoming	Outgoing	Future
	Buyers ck.		6114 61		
	Lenders ck. Enterprise		14850		
	Selling Brokers ck. (Deposit over commission)				
	Selling Brokers Commission				
	Listing Brokers Commission				
	Seller				
	1st Trust				
	2nd Trust				
	State Stamps & Recording fee	585		412 00	
	Trans. Tax	53		412 00	
	Federal Stamp - Postmaster				
	Taxes				
	City Taxes				
	Water bill				
	MLS fee				
	Title Insurance	2331		81 67	
	Fire Insurance				
	Survey				
	Termite Inspection				
	Trustee Release fee	✓	55 19		
7/14/80	Mannick Inc	580		1000 00	
		551		500 00	
10/22/79	Mtg Check (wire fee)		3 295 00	3 [illegible]	
9/28/79	Cecil M Joyce Jr	1023		50 00	
10/79	Paul C Keller Jr	1024		50 00	
7/8	Howard McDonald Realty	1250		50 00	

200-964



TITLE INSURANCE COMPANY OF MINNESOTA
APPROVED ATTORNEYS REPORT OF TITLE

(28)

70-207 Case No.

Robert E. Holtzclaw et ux Joyce Lynn Holtzclaw / Purchaser or Owner

ATTORNEY'S FINAL REPORT

I have continued my examination of this title from the date of my foregoing report, to the date certified below, as of which date the status of title is as follows:

Fee Simple Title Vested In

Robert W. Holtzclaw et ux Joyce Lynn Holtzclaw
Tenants by the Entirety
(Tenancy)

Subject only to the items in my previous report numbered

2, after 6/30/70; 4a, 4b, 4c, 5, 6, 8

And subject to the instrument which is the subject matter of the binder from

Robert W. Holtzclaw et ux Joyce Lynn Holtzclaw, to
First National Bank of Washington, Tr. for
Enterprise Federal Savings and Loan Association securing
$18,000.00.

July 9, 1970
Dated

July 17, 1970 at 2:59 P.M.
Recording Date

Instrument No.

Deed Book Page

Montgomery
County

Remarks: Issue Owners Policy for $48,000.00. Deed from Clark King Construction Co. to Robert E. Holtzclaw et ux Joyce Lynn Holtzclaw, dated 7/9/70, rec. 9/17/70 at 2:58 P.M.
Mail ownowers at:
1887 Milboro Drive,
Rockville, Maryland 20850

Nothing has come to the undersigned's attention affecting security instrument as a valid first lien upon the aforesaid property and (a) so far as known to the undersigned, there is no dispute among attorneys of the local bar as to the validity of the title to the real estate covered by this report, and (b) the title is in no way dependent upon the validity of the sale of the property for delinquent taxes or assessments.

July 17, 1970, 19____, at 2:59 P. M.
Date Certified To

Peter C. Andresen
Attorney

BY:
Member of Firm